



Jarad L. Hildenbrand
City Manager

Nathalie Adourian
City Attorney

Pamela Coleman
City Clerk

AGENDA

Orange City Council July 28, 2026

5:00 PM Closed Session
6:00 PM Regular Session

City Council Chamber
300 E. Chapman Avenue
Orange, CA 92866

DAN SLATER
Mayor

DENIS BILODEAU
Mayor pro tem, District 4

ARIANNA BARRIOS
Councilmember, District 1

JON DUMITRU
Councilmember, District 2

KATHY TAVOULARIS
Councilmember, District 3

ANA GUTIERREZ
Councilmember, District 5

JOHN GYLLENHAMMER
Councilmember, District 6

The City of Orange City Council welcomes you to this meeting and encourages your participation. Regular City Council meetings are held on the second and fourth Tuesday of each month at 6:00 p.m.

Agenda Information

The agenda contains a brief general description of each item to be considered. The City Council may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or on the agenda. The agenda and supporting documentation is available after 4:00 p.m. on the Thursday prior to the Council meeting on the City's website at www.cityoforange.org, at the City Clerk's Office located at 300 E. Chapman Avenue, and at the Main Public Library located at 407 E. Chapman Avenue. Written materials relating to an item on the agenda that are provided to the City Council after agenda packet distribution and within 72 hours before Council is to consider the item will be made available for public inspection on the City's website; in the City Clerk's Office during normal business hours; and at the City Council meeting.

Public Participation

Regular meetings are televised live on Spectrum Cable Channel 3 and AT&T U-verse Channel 99, streamed live on the City's website at www.cityoforange.org, and remotely via Zoom.

To join Zoom meeting online using a personal computer or smart device:
<https://www.zoomgov.com/j/1656814425?pwd=kkolXX5D4diWS9q7Dhi0jJTDInbdS9.1>

Meeting ID: 165 681 4425
Passcode: 356107

To join Zoom meeting from any phone, dial (669) 216-1590

Meeting ID: 165 681 4425
Passcode: 356107

(Continued on page 2)

Public Participation (continued)

Pursuant to Government Code Section 54954.3, members of the public may address the City Council on any agenda item before or during Council's consideration of the item, and on any other matters within the City Council's jurisdiction by using any of the following methods:

1) In-Person

To speak on an item on the agenda, complete a speaker card indicating your name, address, and identify the agenda item number or subject matter you wish to address. The card should be given to the City Clerk prior to the start of the meeting. General comments are received during the "Public Comments" section at the beginning of the Regular Session. No action may be taken on off-agenda items unless authorized by law. Public Comments are limited to three (3) minutes per speaker unless a different time limit is announced. It is requested that you identify yourself for the record, then proceed to address the City Council. All speakers shall observe civility, decorum, and good behavior.

2) Written Public Comments via eComment

Members of the public can submit their written comments electronically for City Council consideration by using the eComment feature on the Agenda page of the City's website at www.cityoforange.org. To ensure distribution to the City Council prior to consideration of the agenda, members of the public are encouraged to submit written comments by 3:00 p.m. the day of the meeting. All written comments will be posted on the City's website after the meeting.

3) Remote Public Comments

Members of the public may provide live public comments via Zoom during City Council meetings. To join the meeting, follow the instructions above. Instruction on how to participate will be provided during the meeting.

Please provide your name in the Zoom application to allow the City Clerk to identify you when it is your time to speak. Installing and familiarizing yourself with Zoom software prior to the commencement of the meeting is highly recommended.

If participating by telephone, the City Clerk will identify you by the last 4 digits of your phone number when it is your time to speak.

Please note, the City is not responsible for the public's use of Zoom as it relates to the software, configuration, and settings on a personal device. The public is encouraged to visit the Zoom website for information on successful use of this software. The City's use of Zoom is consistent with the platform features and functions as described on the Zoom website.

In accordance with Ordinance No. 10-01, any person making personal, impertinent, slanderous or profane remarks or who becomes boisterous while addressing the Council shall be called to order by the Mayor. If such conduct continues, the Mayor may order the person barred from addressing the City Council further during that meeting, unless permission to continue is granted by a majority vote of the Council.

Please contact the City Clerk's Office at (714) 744-5500 with any questions.

ADA Requirements: In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, please contact the City Clerk's office at (714) 744-5500. Notification at least 48 hours in advance of meeting will enable the City to make arrangements to assure accessibility to this meeting.

REMINDER: Please silence all electronic devices while City Council is in session.

5:00 PM CLOSED SESSION**1. CALL TO ORDER****1.1 ROLL CALL****2. PUBLIC COMMENTS ON CLOSED SESSION ITEMS**

At this time, members of the public may address the Council on Closed Session items only. Public Comments are limited to three (3) minutes per speaker.

3. RECESS TO CLOSED SESSION**a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Pursuant to Government Code Section 54957
Title: City Manager

b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8
Property Location: N. Batavia St., Orange CA 92865 (APN: 374-621-03)
Agency Negotiator: Christopher Cash, Public Works Director
Negotiating Parties: V & E Tree Service, Inc.
Under Negotiation: Price and terms of payment

4. CLOSED SESSION REPORT**5. ADJOURNMENT**

The City Council will adjourn to the 6:00 p.m. Regular Session in the Council Chamber.

6:00 PM REGULAR SESSION**1. OPENING/CALL TO ORDER****1.1 INVOCATION**

Pastor Danny Kurimay, Bridge Community Church

1.2 PLEDGE OF ALLEGIANCE

Mayor pro tem Denis Bilodeau

1.3 ROLL CALL**1.4 ANNOUNCEMENTS****1.5 REPORT ON CLOSED SESSION ACTIONS****2. PUBLIC COMMENTS**

At this time, members of the public may address the Council on matters not listed on the agenda within the subject matter jurisdiction of the City Council, provided that NO action may be taken on off-agenda items unless authorized by law. Public Comments are limited to three (3) minutes per speaker unless a different time limit is announced.

3. CONSENT CALENDAR

All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any member of the City Council, staff, or the public may request an item be removed from the Consent Calendar for discussion or separate action. Unless otherwise specified in the request to remove an item from the Consent Calendar, all items removed shall be considered immediately following action on the remaining items on the Consent Calendar.

3.1. Waive reading in full of all ordinances on the Agenda**Recommended Action:**

Approve.

Attachments: [Staff Report](#)

3.2. Approval of minutes of the City of Orange City Council Regular Meeting held on July 14, 2026**Recommended Action:**

Approve minutes as presented.

Attachments: [Staff Report](#)
 [July 14, 2026, Regular Meeting minutes](#)

3.3. Agreement with Sagecrest Planning and Environmental for environmental review services**Recommended Action:**

Approve the agreement with Sagecrest Planning and Environmental in the amount of \$150,000 for environmental review services; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: [Staff Report](#)
 [Agreement with Sagecrest Planning and Environmental](#)

3.4. Agreement with Raftelis Financial Consultants, Inc. for preparing the Water and Sewer Rate Study**Recommended Action:**

Approve the agreement with Raftelis Financial Consultants, Inc. in the amount of \$89,718 for the Water and Sewer Rate Study; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: [Staff Report](#)
 [Rating Summation](#)
 [Agreement with Raftelis Financial Consultants](#)

3.5. Agreement with the State of California, Department of California Highway Patrol for the Cannabis Tax Fund Program for Fiscal Year 2026-2027**Recommended Action:**

1. Approve the agreement with the State of California, Department of California Highway Patrol in the amount of \$330,997.68 for the Cannabis Tax Fund Grant Program; and authorize the City Manager and City Clerk to execute on behalf of the City.
2. Adopt Resolution No. 11712. A Resolution of the City Council of the City of Orange accepting funds in the amount of \$330,997.68 from the State of California Highway Patrol for the Cannabis Tax Fund Grant Program, and authorizing the City Manager to execute the grant program Agreement and related documents.
3. Accept into the City's General Fund (100) revenue budget \$330,997.68 in grant funds from the State of California, Department of California Highway Patrol to:
100-4141-43299-274028-43- State-Other CTFGP FY 26-27
4. Authorize the appropriation of \$330,997.68 to General Fund (100):

100-4141-51001-274028-10-	Regular Salaries Safety-CTFGP	\$40,000
100-4141-51003-274028-10-	Overtime Safety-CTFGP	\$288,650.18
100-4011-57101-274028-20-	Local Training-CTFGP	\$2,347.50

Attachments: [Staff Report](#)
 [CTFGP Agreement No. 30870](#)
 [Resolution No. 11712](#)

3.6. Second Amendment to Agreement with Crosstown Electrical & Data, Inc. for On-Call Maintenance and Repair Services for Advance Traffic Management System and Communication System

Recommended Action:

Approve the Second Amendment to Agreement with Crosstown Electrical & Data, Inc. (Agreement No. 7616) for On-Call Maintenance and Repair Services for Advance Traffic Management System and Communication System; and authorize the Mayor and the City Clerk to execute on behalf of the City.

Attachments: [Staff Report](#)
 [Second Amendment](#)

3.7. Second Amendment to Memorandum of Understanding with Milan REI X, LLC.

Recommended Action:

Approve the second amendment to the Memorandum of Understanding with Milan REI X, LLC; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: [Staff Report](#)
 [Memorandum of Understanding Second Amendment](#)

3.8. Award of Contract to Golden Coast Construction for Community Development Block Grant Fiscal Year 2025-2026 Americans with Disabilities Act Wheelchair Access Ramp Replacement

Recommended Action:

1. Approve the contract with Golden Coast Construction in the total amount of \$71,286, representing an original bid amount of \$61,988, plus 15% contingency of \$9,298, for the construction of ten ADA Wheelchair Access Ramps; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize the continuing appropriation of \$97,723 from the Community Development Block Grant (310) Fiscal Year 2026 budget:
310-6411-88101-265092-20 ADA Improvements
3. Authorize the following budget transfer in Community Development Block Grant (310):
From: 310-6411-88101-265092-20 ADA Improvements \$97,723
To: 310-6411-87102-265092-20 ADA Improvements \$97,723

Attachments: [Staff Report](#)
 [Contract with Golden Coast Construction](#)
 [Bid Abstract](#)

3.9. Award of Contract to R.J. Noble Company, Inc. for Community Development Block Grant Fiscal Year 2025-2026 Street Rehabilitation; and appropriation of project balance from Fiscal Year 2025-2026

Recommended Action:

1. Approve the contract with R.J. Noble Company, Inc. in the amount of \$526,221 representing an original amount of \$457,583 plus a 15% contingency of \$68,638 for Almond Avenue and Collins Avenue Street Improvements; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize the continuing appropriation of \$488,616 from the Community Development Block Grant (310) Fiscal Year 2026 CIP budget:
310-6411-88101-265086-20 CDBG Street Improvements FY26
3. Authorize the following budget transfer in Community Development Block Grant (310):
From: 310-6411-88101-265086-20 CDBG Street Improvements FY26 \$488,616
To: 310-6411-87102-265086-20 CDBG Street Improvements FY26 \$488,616

Attachments: [Staff Report](#)
 [Contract with R.J. Noble Company, Inc.](#)
 [Bid Abstract](#)
 [FY 25-26 CDBG Location Maps](#)

3.10. Award of Contract to Hydroblast, a sole proprietorship, for steam cleaning services at various locations

Recommended Action:

Approve a five-year contract with Hydroblast in the amount of \$432,446, at \$86,489.20 per year, for steam cleaning services at various locations; and authorize the Mayor and City Clerk to execute the agreement on behalf of the City.

Attachments: [Staff Report](#)
 [Maintenance Services Agree](#)
 [Outdoor Dining - Steam Cleaning Location - June 2026](#)

3.11. Notice of Completion and Acceptance for Hart Park Pickleball and Fitness Circuit Site Project

Recommended Action:

1. Accept the Hart Park Pickleball and Fitness Circuit Site as complete.
2. Authorize City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's Office.

Attachments: [Staff Report](#)
 [Notice of Completion and Acceptance](#)

- 3.12. **Second Reading and adoption of Ordinance No. 12-26 approving Zone Change No. 1318 to change the zoning classification from Single Family Residential 10,000 square feet (R1-10) to Single Family Residential 10,000 square feet PUD No. 3203 on a 2.02-acre site located at 647 N Rancho Santiago Boulevard**

Recommended Action:

Adopt Ordinance No. 12-26.

Attachments: [Staff Report](#)
 [Ordinance No. 12-26](#)

- 3.13. **Authorize purchase of print and audiovisual materials for the Orange Public Library from Ingram Content Group**

Recommended Action:

1. Approve a purchase order for print and audiovisual materials from Ingram Content Group in the amount of \$95,000.
2. Authorize the City Manager to approve increases to the purchase order should the Library receive donations designated for purchase of additional print and audiovisual materials.

Attachments: [Staff Report](#)

- 3.14. **Authorize the purchase and delivery of diesel fuel and gasoline for an amount not to exceed \$1,100,000 from Southern Counties Oil Co. dba SC Fuels, a California Limited Partnership**

Recommended Action:

Approve the purchase agreement with Southern Counties Oil Co., a California Limited Partnership dba SC Fuels, in the amount not to exceed \$1,100,000 for the purchase and delivery of diesel and gasoline fuel using a cooperative purchasing agreement; and authorize the Mayor and the City Clerk to execute on behalf of the City.

Attachments: [Staff Report](#)
 [Agreement with SC Fuels FY 26-27](#)

- 3.15. **Authorize purchase of Fire Department rescue equipment and safety gear from Allstar Fire Equipment Inc.**

Recommended Action:

Approve the purchase of Fire Department rescue equipment and safety gear from Allstar Fire Equipment Inc. in an amount not to exceed \$520,000 for Fiscal Year 2026-2027.

Attachments: [Staff Report](#)
 [Allstar Fire Equipment Inc. Regional Cooperative Agreement No. RCA-017-24010009](#)

3.16. Request to close the Orange Public Libraries for various dates during Fiscal Year 2026-2027

Recommended Action:

Approve closure of the Orange Public Libraries to the public as described in the staff report.

Attachments: [Staff Report](#)

END OF CONSENT CALENDAR

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4. REPORTS FROM MAYOR SLATER

4.1. Consider removal of Adrienne Gladson from the Design Review Committee

Recommended Action:

1. Consider the removal of Adrienne Gladson from the Design Review Committee.
2. If necessary, direct the City Clerk to post a Notice of Vacancy pursuant to the Maddy Act.

Attachments: [Staff Report](#)
[OMC 2.55.010 Removal of Members](#)

5. REPORTS FROM COUNCILMEMBERS

An opportunity for Councilmembers to make a brief announcement, report, or request. Pursuant to Government Code Section 54954.2(a)(3), no action(s) or discussion(s) shall be undertaken on any item not appearing on the posted agenda.

6. AB 1234 REPORTS

This is the time for all AB 1234 reports required pursuant to Government Code Section 53232.3(d) on meetings and conferences attended at the City's expense.

7. REPORTS FROM CITY MANAGER

7.1. 2026 Fourth of July Update

8. ADMINISTRATIVE REPORTS

8.1. Renaming of the Orange Public Library and History Center as Mayor Mark and Vikki Murphy Library and History Center

Recommended Action:

Adopt Resolution No. 11713. A Resolution of the City Council of the City of Orange renaming the Orange Public Library & History Center as the Mayor Mark and Vikki Murphy Library & History Center.

Attachments: [Staff Report](#)
 [Resolution No. 11713](#)

9. LEGAL AFFAIRS

9.1. Introduction and First Reading of Ordinance No. 13-26 amending Chapter 12.48 of the Orange Municipal Code pertaining to a prohibition of smoking in City parks

Recommended Action:

Introduce and conduct First Reading of Ordinance No. 13-26. An Ordinance of the City Council of the City of Orange amending Chapter 12.48 of the Orange Municipal Code pertaining to parks to update sections related to smoking and vaping.

Attachments: [Staff Report](#)
 [Ordinance No. 13-26](#)
 [Ordinance No. 13-26 - Redline](#)

10. ADJOURNMENT

The next Regular City Council meeting will be held on Tuesday, August 11, 2026, at 6:00 p.m., in the Council Chamber, with Closed Session beginning at 5:00 p.m., if necessary.

I, Pamela Coleman, CMC, City Clerk for the City of Orange, do hereby declare, under penalty of perjury, that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at the following locations: Orange Civic Center kiosk and Orange City Clerk's Office at 300 E. Chapman Avenue, Orange Main Public Library at 407 E. Chapman Avenue, Police facility at 1107 N. Batavia Street, and uploaded to the City's website www.cityoforange.org.

Date posted: July 23, 2026



Agenda Item

Orange City Council

Item #: 3.1.

7/28/2026

File #: 26-0323

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Pamela Coleman, City Clerk/City Clerk Services Director

1. SUBJECT

Waive reading in full of all ordinances on the Agenda

2. SUMMARY

This item asks the City Council to waive the reading in full of all ordinances on the agenda (if any) and approve their reading by title only.

State law requires that all ordinances be read in full either at the time of the introduction or at the time of passage, unless a motion waiving further reading is adopted by a majority of the City Council (Gov. Code § 36934).

3. RECOMMENDED ACTION

Approve.

4. ATTACHMENTS

- None



Agenda Item

Orange City Council

Item #: 3.1.

7/28/2026

File #: 26-0323

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Pamela Coleman, City Clerk/City Clerk Services Director

1. SUBJECT

Waive reading in full of all ordinances on the Agenda.

2. SUMMARY

This item asks the City Council to waive the reading in full of all ordinances on the agenda (if any) and approve their reading by title only.

State law requires that all ordinances be read in full either at the time of the introduction or at the time of passage, unless a motion waiving further reading is adopted by a majority of the City Council (Gov. Code § 36934).

3. RECOMMENDED ACTION

Approve.

4. ATTACHMENTS

- None



Agenda Item

Orange City Council

Item #: 3.2.

7/28/2026

File #: 26-0326

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Pamela Coleman, City Clerk/City Clerk Services Director

1. SUBJECT

Approval of minutes of the City of Orange City Council Regular Meeting held on July 14, 2026

2. SUMMARY

Submitted for your consideration and approval are the minutes of the above meeting.

3. RECOMMENDED ACTION

Approve minutes as presented.

4. ATTACHMENTS

- July 14, 2026, Regular Meeting minutes



Agenda Item

Orange City Council

Item #: 3.2.

7/28/2026

File #: 26-0326

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Pamela Coleman, City Clerk/City Clerk Services Director

1. SUBJECT

Approval of minutes of the City of Orange City Council Regular Meeting held on July 14, 2026

2. SUMMARY

Submitted for your consideration and approval are the minutes of the above meeting.

3. RECOMMENDED ACTION

Approve minutes as presented.

4. ATTACHMENTS

- July 14, 2026, Regular Meeting minutes

MINUTES - DRAFT

City of Orange

Orange City Council

July 14, 2026

The City Council of the City of Orange, California convened on Tuesday, July 14, 2026, at 5:00 p.m. in a Regular Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

5:00 PM CLOSED SESSION

1. CALL TO ORDER

Mayor Slater called Closed Session to order at 5:02 p.m.

1.1 ROLL CALL

Present: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater

Absent: None

Councilmember Tavoularis joined Closed Session at 5:10 p.m.

2. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None

3. RECESS TO CLOSED SESSION

The City Council recessed to Closed Session at 5:03 p.m. with all Members present, except Councilmember Tavoularis who joined Closed Session at 5:10 p.m., to discuss the following:

a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

Title: City Manager

b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

Title: City Attorney

4. CLOSED SESSION REPORT

None

5. ADJOURNMENT

Closed Session was adjourned at 6:00 p.m.

6:00 PM REGULAR SESSION**1. OPENING/CALL TO ORDER**

Mayor Slater called the meeting to order at 6:06 p.m.

1.1 INVOCATION

Given by Pastor Marco Salinas from Spirit and Truth Worship Center.

1.2 PLEDGE OF ALLEGIANCE

Led by Councilmember Kathy Tavoularis.

1.3 ROLL CALL

Present: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater

Absent: None

1.4 ANNOUNCEMENTS

None

1.5 REPORT ON CLOSED SESSION ACTIONS

None

2. PUBLIC COMMENTSPublic Speakers:

Dan Swish spoke regarding a billboard installed in his neighborhood and dirt hauling activities from a nearby construction site.

Greg Arrowsmith spoke regarding federal funding provided to community colleges.

Curt Peterson spoke regarding the potential sale of all City-owned properties, including the Taft Library.

Joshua Hervol expressed concerns regarding permit parking restrictions that prevent him from parking on his street.

Craig Attanasio expressed concerns regarding the current state of the nation.

Donald Tolford, Holiday Skate Center owner, stated that the property owner is ending the facility's lease and requested assistance in identifying a new location for the skate center.

Mary Oberschlake expressed opposition to the use of Flock cameras in the City.

Jack Williams spoke regarding assistance available to small businesses affected by the Garden Grove hazardous materials incident.

Written Public Comment

Marci Carey submitted an eComment expressing concerns with the use of Flock cameras in the City.

3. CONSENT CALENDAR

All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any member of the City Council, staff, or the public may request an item be removed from the Consent Calendar for discussion or separate action. Unless otherwise specified in the request to remove an item from the Consent Calendar, all items removed shall be considered immediately following action on the remaining items on the Consent Calendar.

3.1. Waive reading in full of all ordinances on the Agenda.

ACTION: Approved.

3.2. Confirmation of accounts payable warrant registers dated June 4, 11, 18, and 25, 2026 and payroll check registers dated June 5 and 19, 2026

ACTION: Ratified the accompanying registers.

3.3. Approval of minutes of the City of Orange City Council Regular Meetings held on June 9, and June 23 2026; and Special Meeting held on June 29, 2026

ACTION: Approved minutes as presented.

3.4. Agreement with Triad Consulting & System Design Group, L.L.C. for security consulting services

Item 3.4 was removed from the Consent Calendar for separate consideration by Councilmember Dumitru.

Staff confirmed that no other parties would have access to the City's security camera network.

ACTION: A motion was made by Councilmember Dumitru, seconded by Councilmember Gutierrez, to approve the two-year with three optional annual extensions agreement with Triad Consulting & System Design Group, L.L.C. in the amount of \$147,000.00 for security consulting services; and authorize the Mayor and City Clerk to execute on behalf of the City. The motion carried by the following vote:

Ayes: Bilodeau, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater

Noes: Barrios

Absent: None

3.5. Approval of a new license agreement with the California Fire Museum to continue operating a fire department history museum at the Old Orange City Fire Department Headquarters located at 176 South Grand Street

A speaker card was submitted for Item 3.5; therefore, the item was removed from the Consent Calendar for separate consideration.

Public Speaker:

Peter Schumacher spoke in opposition, citing concerns about the City's current financial status.

ACTION: A motion was made by Councilmember Gyllenhammer, seconded by Councilmember Dumitru, to approve the license agreement with the California Fire Museum to operate a fire department history museum on a temporary basis at 176 South Grand Street; and authorize the Mayor and City Clerk to execute on behalf of the City. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater

Noes: None

Absent: None

3.6. Approval of plans and specifications for Walnut Avenue at Orange Street Traffic Signal Installation and authorization to advertise for bids; and finding of California Environmental Quality Act (CEQA) exemption

Item 3.6 was removed from the Consent Calendar for separate consideration by Councilmember Barrios.

Council discussed the location and timing of the proposed traffic signal at Walnut Avenue and Orange Street with the Walnut Avenue and Glassell Street signal, including the possibility of restricting the intersection to left-turn only. Staff confirmed the intersection met traffic warrants.

Council discussed the proposed traffic signal at Walnut Avenue and Orange Street, including its location, timing, and coordination with nearby traffic signals; and the possibility of restricting the intersection to left-turn only. Staff confirmed that the intersection meets the applicable traffic signal warrants.

ACTION: A motion was made by Mayor pro tem Bilodeau, seconded by Mayor Slater, to:

- 1) Approve the plans and specifications and authorize advertising for Bid No. 26-27.01 (SP-4301), Walnut Avenue at Orange Street Traffic Signal Installation.
- 2) Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15301 (Class 1(c) - Existing Facilities).

The motion carried by the following vote:

Ayes: Bilodeau, Gutierrez, Tavoularis, Gyllenhammer, and Slater

Noes: Barrios, and Dumitru

Absent: None

3.7. Appropriation of \$220,000 from the Low- and Moderate-Income Housing Asset Fund for the final loan disbursement to Orange 702, L.P. for the Orion Senior Housing Apartments Project

ACTION: 1) Authorized the appropriation of \$220,000 from the Low- and Moderate-Income Housing Fund (232) unreserved fund balance to:

232-8001-81999-256019 Orion Senior Housing Apartments Project

2) Authorized the Community Development Director, or designee, to disburse the remaining loan proceeds to Orange 702, L.P. upon verification that all conditions for final disbursement have been satisfied.

- 3.8. Second Reading and adoption of Ordinance No. 04-26 adding Chapter 8.38 to the Orange Municipal Code relating to the maintenance and security standards for unoccupied or abandoned properties**

ACTION: Adopted Ordinance No. 04-26.

- 3.9. Second Reading and adoption of Ordinance No. 11-26 amending Chapter 10.40 of the Orange Municipal Code pertaining to parking meter zones**

ACTION: Adopted Ordinance No. 11-26.

- 3.10. Authorize purchase of medical supplies and medications from Life-Assist, Inc.**

ACTION: Approved the purchase of medical supplies and medications from Life-Assist, Inc. in an amount of \$425,000 for Fiscal Year 2026-2027.

- 3.11. Authorize purchase of Fire Department uniforms, wildland safety gear, and ambulance operator equipment from LineGear, Inc.**

ACTION: Approved the purchase of Fire Department uniforms, wildland safety gear, and ambulance operator equipment from LineGear, Inc. in an amount not to exceed \$257,000.

- 3.12. Authorize purchase of Fire Department personal protective equipment, specialized safety equipment and supplies, and department uniforms from LN Curtis & Sons**

ACTION: Approved the purchase of Fire Department personal protective equipment, specialized safety equipment and supplies, and department uniforms from LN Curtis & Sons in an amount not to exceed \$157,000.

- 3.13. Adoption of Resolution No. 11710 designating certain City officials and employees required to complete Ethics Training and Fiscal and Financial Training pursuant to Government Code Sections 53234 et seq. and 53238 et seq. (Senate Bill 827, 2025)**

ACTION: Adopted Resolution No. 11710. A Resolution of the City Council of the City of Orange designating certain officials and employees required to complete Ethics Training and Fiscal and Financial Training pursuant to Senate Bill 827 (2025).

- 3.14. Amend the Citywide Pay Schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5**

ACTION: Adopted Resolution No. 11711. A Resolution of the City Council of the City of Orange rescinding Resolution No. 11651 and amending the Citywide Pay Schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

- 3.15. Establishment of a loading zone in front of 233 N. Lemon Street**

ACTION: Adopted Resolution No. 11706. A Resolution of the City Council of the City of Orange for the establishment of a loading zone on the east side of Lemon Street adjacent to the frontage of 233 N. Lemon Street (Accessor Parcel Number 039-162-21).

Approval of the Consent Calendar

Items 3.4, 3.5, and 3.6 were removed from the Consent Calendar and heard separately. All other items were approved as recommended.

A motion was made by Councilmember Tavoularis, seconded by Councilmember Gutierrez, to approve the Consent Calendar as recommended. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater

Noes: None

Absent: None

END OF CONSENT CALENDAR

4. REPORTS FROM MAYOR SLATER

Mayor Slater announced that staff would present a report at the July 28 Council meeting regarding an update to July 4th and fireworks enforcement.

5. REPORTS FROM COUNCILMEMBERS

5.1. Chapman PILOT Agreement (Barrios)

Councilmember Barrios provided an overview of the negotiations with Chapman regarding a Payment in Lieu of Taxes (PILOT) program and requested that the item be agendaized for a future Council meeting.

Council discussed the unlikely potential for a PILOT agreement with Chapman and the importance of maintaining a partnership with the university.

During further discussion, Mayor Slater distributed a letter from Chapman University dated June 2, 2025, indicating that the university had declined to continue pursuing a PILOT agreement with the City.

Public Speaker:

Doug Redding spoke in support of a PILOT program.

6. AB 1234 REPORTS

None

7. APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

7.1. Appointments to the Design Review Committee and Planning Commission

A motion was made by Councilmember Dumitru, seconded by Councilmember Tavoularis, to confirm Mayor Slater's recommendation to appoint Donnie DeWees to the Design Review Committee to fill an unexpired term ending on June 30, 2027, and Connie Benson to the Planning Commission for a four-year term expiring on June 30, 2030. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater

Noes: None

Absent: None

8. REPORTS FROM CITY MANAGER

None

9. PUBLIC HEARINGS

9.1. Public Hearing to consider a request to establish a Planned Unit Development (PUD) and subdivide a 2.02-acre parcel into 11 single-family homes at 647 N. Rancho Santiago Boulevard and Introduction and First Reading of Ordinance No. 12-26 approving Zone Change No. 1318, and finding of California Environmental Quality Act (CEQA) Exemption

Planning Manager Hayden Beckman presented the staff report utilizing a PowerPoint presentation.

During deliberations, Council discussed fire access, parking, and lack of parkway between sidewalk and curb.

Mayor Slater opened the Public Hearing at 8:02 p.m.; there being no speakers, Mayor Slater closed the Public Hearing at 8:02 p.m.

A motion was made by Councilmember Gutierrez, seconded by Councilmember Gyllenhammer, to: 1) Adopt City Council Resolution No. 11709. 2) Introduce and conduct First Reading of Ordinance No. 12-26. 3) Find the request categorically exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15183 of the State CEQA Guidelines (Projects consistent with a Community Plan, General Plan, or Zoning).

Mayor Slater requested to amend the motion to allow for the creation of a parkway if possible. Councilmember Gutierrez and Councilmember Gyllenhammer agreed to the amendment.

An amended motion was made by Councilmember Gutierrez, seconded by Councilmember Gyllenhammer, to:

1) Adopt City Council Resolution No. 11709 with the inclusion of a parkway if possible. A Resolution of the City Council of the City of Orange approving Tentative Tract Map No. 0052, Conditional Use Permit No. 3203, Design Review No. 5119, and Major Site Plan Review No. 1137, to establish an 11-unit Planned Unit Development and subdivide a 2.02-acre parcel into 11 separate parcels located at 647 N. Rancho Santiago Boulevard.

2) Introduce and conduct First Reading of Ordinance No. 12-26. An Ordinance of the City Council of the City of Orange Approving Zone Change No. 1318 to change the zoning classification from Single Family Residential 10,000 square feet (R1-10) to Single Family Residential 10,000 square feet - PUD No. 3203 (R1-10 [PUD 3203]) on a 2.02-acre site located at 647 N. Rancho Santiago Boulevard.

3) Find the request categorically exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15183 of the State CEQA Guidelines (Projects consistent with a Community Plan, General Plan, or Zoning).

The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater

Noes: None

Absent: None

10. ADMINISTRATIVE REPORTS

10.1. Consider two resolutions that would submit to the voters a question adopting a City Charter, establishing priorities for filing written arguments, and directing the City Attorney to prepare an Impartial Analysis

Deputy City Manager Jack Morgan provided a brief overview of the five revised sections of the proposed City Charter.

Public Speakers:

Reggie Mundekis spoke in opposition citing concerns with Sections 400, 803, and 804.

Betty Talbert spoke in support of the revisions but expressed a preference for retaining an eight-year Council term limit rather than extending it to twelve years.

Mary Oberschlake spoke in opposition.

Council discussed each revised Charter section individually. Consensus was reached on the revisions to Section 204 regarding open space, Option 2 of Section 400 regarding the composition of the City Council, and Section 403 regarding eligibility.

Council then voted on the remaining proposed revisions.

A motion was made by Mayor Slater, seconded by Councilmember Gutierrez, to approve Section 501 of the proposed Charter, providing that "No person shall serve as a member of the City Council for more than two four-year terms in a lifetime."

A substitute motion was made by Councilmember Tavoularis, seconded by Councilmember Dumitru, to approve Section 501 of the proposed Charter as submitted, providing that "No person shall serve as a member of the City Council for more than three four-year terms in a lifetime. The motion carried by the following vote:

Ayes: Bilodeau, Dumitru, Tavoularis, and Slater

Noes: Barrios, Gutierrez, and Gyllenhammer

Absent: None

A motion was made by Mayor Slater, seconded by Councilmember Dumitru, to approve Section 603, Protection of Private Property Rights, in the proposed City Charter. The motion carried by the following vote:

Ayes: Bilodeau, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater

Noes: Barrios

Absent: None

A motion was made by Mayor Slater, seconded by Councilmember Dumitru, to remove the second paragraph in Section 803, Supermajority Vote Required to Submit New Taxes, in the proposed City Charter.

After discussion, Mayor Slater requested to amend his motion to remove the entire section. Councilmember Dumitru agreed to the amendment.

An amended motion was made by Mayor Slater, seconded by Councilmember Dumitru, to remove Section 803, Supermajority Vote Required to Submit New Taxes, in the proposed City Charter. The motion carried by the following vote:

Ayes: Bilodeau, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater

Noes: Barrios

Absent: None

A motion was made by Mayor pro tem Bilodeau, seconded by Councilmember Dumitru, to strike the word "structural" from Section 801 in the proposed City Charter. The motion carried by the following vote:

Ayes: Bilodeau, Dumitru, Gutierrez, Tavoularis, and Slater

Noes: Barrios, and Gyllenhammer

Absent: None

A motion was made by Councilmember Tavoularis, seconded by Councilmember Dumitru, to adopt Resolution No. 11707 with revisions to the proposed City Charter as approved by the City Council. A Resolution of the City Council of the City of Orange ordering the submission to the voters a question relating to a proposed City Charter for adoption at the November 3, 2026, General Municipal Election as called by Resolution No. 11669.

The motion carried by the following vote:

Ayes: Bilodeau, Dumitru, Tavoularis, and Slater

Noes: Barrios, Gutierrez, and Gyllenhammer

Absent: None

A motion was made by Councilmember Tavoularis, seconded by Councilmember Dumitru, to adopt Resolution No. 11708 authorizing Councilmember Tavoularis and Councilmember Dumitru to author direct arguments in favor. A Resolution of the City Council of the City of Orange setting priorities for filing written arguments regarding a City measure and directing the City Attorney to prepare an Impartial Analysis for the measure to be submitted to the voters at the General Municipal Election held on Tuesday, November 3, 2026. The motion carried by the following vote:

Ayes: Bilodeau, Dumitru, Tavoularis, and Slater

Noes: Barrios, Gutierrez, and Gyllenhammer

Absent: None

11. ADJOURNMENT

There being no further business, the meeting was adjourned at 9:29 p.m.

The next Regular City Council Meeting will be held on Tuesday, July 28, 2026, at 6:00 p.m. in the Council Chamber, with Closed Session beginning at 5:00 p.m. if necessary.

PAMELA COLEMAN
CITY CLERK

DANIEL R. SLATER
MAYOR



Agenda Item

Orange City Council

Item #: 3.3.

7/28/2026

File #: 26-0308

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Russell Bunim, Community Development Director

1. SUBJECT

Agreement with Sagecrest Planning and Environmental for environmental review services

2. SUMMARY

Agreement with Sagecrest Planning and Environmental to provide environmental review services for the City of Orange.

3. RECOMMENDED ACTION

Approve the agreement with Sagecrest Planning and Environmental in the amount of \$150,000 for environmental review services; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

There is no direct impact to the General Fund. The total expenditure for this agreement is \$150,000 and will be funded by the planning application deposits.

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Stability.

6. DISCUSSION AND BACKGROUND

The City is required to comply with all applicable state and federal environmental review requirements, including the California Environmental Quality Act (CEQA), prior to approval of discretionary projects. These reviews often involve detailed technical analyses, such as air quality, biological resources, cultural resources, traffic, noise, and other specialized studies, that must be completed by qualified environmental professionals.

Sagecrest Planning and Environmental has previously provided on-call environmental review services to the City on an as-needed basis and has demonstrated familiarity with local policies, procedures, and regulatory requirements. Their expertise enables the City to meet compliance obligations efficiently while maintaining high standards for technical accuracy and objectivity.

7. ATTACHMENTS

- Agreement with Sagecrest Planning and Environmental



Agenda Item

Orange City Council

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PROFESSIONAL SERVICES AGREEMENT
[Environmental (CEQA) Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made at Orange, California, on this _____ day of _____, 2026 (the “Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and SAGECREST PLANNING AND ENVIRONMENTAL, a California corporation (“Contractor”), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City’s business and City relies on Contractor’s representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Hayden Beckman (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS and 00/100 (\$150,000.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days of receipt of all deliverables.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions 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, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and 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, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability

insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

Sagecrest Planning and Environmental
27128 Paseo Espada, Suite 1524
San Juan Capistrano, CA 92675
Attn.: Amy Vazquez

Telephone: (714) 783-1863 x705
E-Mail: avazquez@sagecrestplanning.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Hayden Beckman

Telephone: (714) 744-7229
E-Mail: hbeckman@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

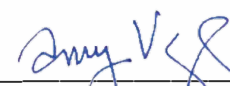
[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

SAGECREST PLANNING AND
ENVIRONMENTAL, a California corporation

*By: 
Printed Name: Amy Vazquez
Title: President

*By: 
Printed Name: Amy Vazquez
Title: Secretary

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Connor Hyland
Senior Assistant City Attorney

- *NOTE:**
- City requires the following signature(s) on behalf of the Contractor:
(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
 - The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

√

EXHIBIT “A”

SCOPE OF SERVICES

[Beneath this sheet.]



SAGECREST

PLANNING + ENVIRONMENTAL

PROPOSAL FOR ON-CALL ENVIRONMENTAL SERVICES

City of Orange

PREPARED BY

Amy Vazquez, President
avazquez@sagecrestplanning.com

949.996.SAGE (7243)
www.sagecrestplanning.com
27128 Paseo Espada, Suite 1524, San Juan Capistrano, CA 92675



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ATTACHMENT A - RESUMES



SAGECREST
PLANNING + ENVIRONMENTAL

June 10, 2026

City of Orange
Michelle Dulalia, Administrative Analyst
Community Development
300 E. Chapman Ave.
Orange, CA 92866

SUBJECT: QUALIFICATIONS FOR ON-CALL ENVIRONMENTAL SERVICES

Sagecrest Planning + Environmental (Sagecrest) is pleased to submit this proposal to the City of Orange (City) to provide on-call environmental services on a task order basis.

Sagecrest is a local Southern California-based firm located at 27128 Paseo Espada, Suite 1524, San Juan Capistrano, CA, 92675. Sagecrest specializes in the preparation of environmental documents for projects in compliance with CEQA. The Sagecrest environmental planning team, together with our subconsultant technical experts, perform professional consulting services for the analysis of discretionary projects for private development and public agency-initiated capital improvement projects, plans, and programs. The Sagecrest team has prepared and peer reviewed numerous CEQA documents on behalf of our Lead Agency clients.

Sagecrest will coordinate with City staff to ensure all Sagecrest planners and our subconsultant technical experts have the appropriate level of experience for the complexity of projects and tasks assigned. Sagecrest has partnered with RK Engineering and South Environmental to prepare required environmental technical studies (e.g. biological resources, air quality, greenhouse gas, transportation/traffic analysis, cultural and historic resources).

Sagecrest looks forward to your favorable review of our team's qualifications and scope of work. If you require additional information or would like to further discuss our qualifications, please contact me at 714.914.5605 or via email at avazquez@sagecrestplanning.com.

Respectfully,

Amy Vazquez, President



SAGECREST
PLANNING + ENVIRONMENTAL

COMPANY INFORMATION

Background

Sagecrest has experience in a broad range of land use planning, development activities, and California Environmental Quality Act (CEQA) compliance. Our team is comprised of a diverse group of planners and professionals with expertise in urban planning and design, environmental planning, public policy, and project management. Our team is recognized for our collaborative and insightful approach that results in high quality work and proven results.

Sagecrest Planning + Environmental is an S-Corporation, in the state of California, solely owned by Amy Vazquez. We have been operating under this business name since February 28th, 2017. Our Federal Employer I.D. number is 30-1218415. Sagecrest will manage projects from our San Juan Capistrano office located at 27128 Paseo Espada, Suite 1524, San Juan Capistrano, California 92675.

Sagecrest is qualified to prepare CEQA/NEPA documents, including initial studies, exemptions, negative declarations, mitigated negative declarations, environmental impact reports, associated technical studies (i.e. air quality, biology, cultural resources, noise), and all related notices and filings. Sagecrest understands the requested CEQA/Environmental Services may include, but are not limited to the following:

- Peer Reviews of Environmental Documents from outside agencies and technical studies from applicants
- Initial Studies/ Mitigated Negative Declarations (IS/MND)
- Environmental Impact Reports (EIRs)
- Addenda to EIRs and IS/MNDs
- Checklists to support the use of a previously certified EIR or previously approved IS/MND
- Checklists to Support Categorical Exemptions, Class 32 Infill Exemptions, or any Streamlining Exemptions pursuant to 15182-15183.3 of the CEQA Guidelines
- Technical Studies in support of EIRs, IS/MNDs, and Exemptions
- Health Risk Assessments and Noise Analysis of the surrounding environment's impact on a proposed project, not otherwise required by CEQA
- Mitigation Monitoring and Reporting Programs
- Preparation of environmental documentation for City-initiated projects
- Public Notices
- Provision of expert technical testimony before decision making bodies



The Sagecrest team offers a comprehensive understanding of key issues central to environmental analysis, including regulatory compliance, resource protection, community impacts, and long-term sustainability considerations. Our team has extensive experience preparing and reviewing environmental documents in compliance with the California Environmental Quality Act (CEQA) statute, guidelines, and relevant case law to ensure legally defensible analysis, as well as the full range of state, federal, and local regulations that govern environmental review. Our work regularly involves coordination with state agencies such as the California Coastal Commission, Department of Fish and Wildlife, and regional air and water quality districts, as well as federal compliance under NEPA, the Endangered Species Act, the Clean Water Act, and Section 106.

This combination of technical expertise and familiarity enables us to anticipate challenges, streamline the review process, and deliver environmental analyses that support informed decision-making and resilient project outcomes.

Unique Qualities

Sagecrest's background in providing both current and long-range planning services to municipalities positions our team to have a practical and comprehensive understanding of how local general plans, zoning ordinances, municipal codes, and jurisdiction-specific thresholds of significance shape environmental review. This enables us to produce documents that meet regulatory requirements while aligning with local expectations and decision-making practices.

UNDERSTANDING & APPROACH

Approach & Work Plan

As part of preparing CEQA/NEPA documents, Sagecrest provides efficient and effective on-call environmental review services. Sagecrest takes the following approach to provide environmental services.

- We actively assist the City in implementing and complying with the provisions of CEQA and the local guidelines
- Sagecrest prepares accurate, clear, concise, and legally defensible environmental documents in accordance with CEQA, such as initial studies, mitigated/negative declarations, environmental impact reports (EIRs), addenda to prior environmental documents, subsequent/supplemental EIRs, responses to comments/Final EIRs, mitigation measures, mitigation monitoring and reporting programs, notices and exemptions
- We complete all tasks associated with preparation of environmental documents including preparation, circulation, and filing/recordation of documents and notices in accordance with CEQA and within specified timelines



- Sagecrest proactively meets and/or communicates with the City's staff and applicants regarding environmental review procedures and environmental issues related to the project
- We conduct Site inspections for compliance with CEQA
- Sagecrest provides advice and technical assistance pertaining to compliance with State and Federal Regulations
- Sagecrest takes pride in our Project Management of Environmental Review as an extension of Lead Agency Staff

Schedule & Timeline Management

Sagecrest manages documents through a series of folders that correspond to task deliverables for technical studies, Screencheck, Proofcheck, Print Check, and Public Review versions, as well as all required notices. Sagecrest shares draft documents with the City through a dedicated Dropbox link and tracks changes in Microsoft Word. The Environmental Services team meets twice weekly to track progress on work products and resolve potential issues as they arise.

The Project Manager manages the subconsultant team through regular communication to ensure deadlines and deliverables are met. All work product from the subconsultants is reviewed by the Project Manager or technical editor prior to City submittal.

- Verifies consistent formatting, fonts, and styles
- Confirms proper use of images, graphs, and other visual elements
- Grammar and language check

Communication & Coordination

The Sagecrest team not only has experience as environmental planners, but also as municipal agency staff, which gives us insight into the interdisciplinary coordination required to deliver service that implements city procedures and operations. We take pride in blending in seamlessly as an extension of lead agency planning staff.

Communication is key to ensuring a project's success. Sagecrest Project Managers maintain regular communication with the Client via phone and email, as well as through regular project meetings. Sagecrest staff will always return emails or phone calls within 24 hours.

Sagecrest manages the expectations of all parties involved with a clear and comprehensive scope of work and schedule. The Project Manager communicates regularly with the City, Applicant, and subconsultants to identify any potential issues or delays and works hard to minimize their potential impact to the schedule. Sagecrest strives to provide objective analysis while responding to the priorities and pressures experienced by all parties involved in bringing a development project to fruition.



SAGECREST
PLANNING + ENVIRONMENTAL

Sagecrest Planning + Environmental Team

The following is a partial list of key personnel to provide as needed professional environmental review services for the City. All proposed team members work in our Orange County office in San Juan Capistrano, CA and are properly licensed to practice in California. Detailed resumes of all team members including relevant education, licenses, certifications and experience, are provided as Attachment A.

AMY VAZQUEZ, PRESIDENT

Bachelor of Arts, Urban Studies

FEBRUARY 2017

University of California, Irvine



Amy has been a professional planner since 1999 and is the Owner and President of Sagecrest Planning + Environmental. She is a practiced planner who has experience successfully managing large and controversial planning projects throughout California.

Amy will serve as the representative responsible for all contract matters and negotiations through project completion.

LINDSAY ORTEGA, AICP, VICE PRESIDENT

Master of Urban and Regional Planning
Bachelor of Arts, Political Science
Minor in Public Affairs

NOVEMBER 2017

University of California, Irvine
University of California, Los Angeles



Lindsay is a certified planner and has worked in the areas of planning, development, marketing, and community outreach since 2006. Lindsay has extensive project management experience and leads a team of experienced project planners responsible for managing and processing a variety of advanced planning projects, environmental documents, and project entitlements.

Lindsay will serve as the Primary Project Manager for this contract, including coordination of CEQA/NEPA documents and assigning City tasks to planners.



Lindsay Ortega – Relevant Project Experience

Rancho Ridge Infill Residential Project Section 15183 Exemption, City of Orange (In Process)
 SALT Residential Development, EIR, City of Anaheim (In Process)
 Adesa Rialto Food Processing Facility, IS/MND, City of Rialto (In Process)
 Haven Winery IS/MND, County of Riverside (2026)
 Monte Vista Palmdale Residential Development, Section 15183 Exemption, City of Palmdale (2026)
 Toll Brothers Residential Development Class 32 Infill Exemption, City of Laguna Hills (2026)
 Brandywine Homes Santa Barbara Towns Development IS/MND, City of Garden Grove (2025)
 Pauling Industrial Development Class 32 In-Fill Exemption (2025)
 City of Perris General Plan Housing Element Implementation IS/MND (2025)
 San Juan Plaza Class 32 In-Fill Exemption Peer Review (2024)
 Camino Twelve Townhomes Project Class 32 Infill-Exemption Peer Review (2024)
 Brandywine Homes Route 66 Residential Development IS/MND, City of Glendora (2024)
 Brandywine Homes Dale Residential Development IS/MND, City of Buena Park (2024)
 Lincoln Colony Apartments, IS/MND, City of Anaheim (2022)
 MB Durian Industrial Development, Class 32 In-fill Exemption, City of Fontana (2022)
 Sunrise Senior Living Long Beach, Class 32 In-Fill Exemption, City of Long Beach (2021)
 Sunrise Senior Living, Oceanside IS/MND, City of Oceanside (2021)
 Anaheim 1600 W Lincoln ISMND, City of Anaheim (2021)
 Sunrise Senior Living, Class 32 In-fill Exemption, City of Orange (2019)

KELLY RIBUFFO, SENIOR PROJECT MANAGER

Master of Historic Preservation
 Bachelor of Arts, Anthropology and Asian Studies

JUNE 2022

University of Oregon
 University of Florida



Kelly has worked in the areas of current planning and historic preservation since 2011. As a public sector planner in Florida and California she has extensive experience processing a variety of complex entitlement and environmental projects. Kelly also specializes in historic preservation design review for 19th and 20th century historic resources. She has a Master of Science in Historic Preservation from the University of Oregon. She also meets the Secretary of Interior's Professional Qualification Standards in the disciplines of History and Architectural History.

Kelly will provide services related to environmental document writing and historic preservation expertise.



Kelly Ribuffo – Relevant Project Experience

Haven Winery IS/MND, County of Riverside (2026)

Mountain View Residential IS/MND Peer Review, City of Santa Ana (2026)

Highgrove Residential IS/MND, County of Riverside (2024)

Brown Strauss Steel Distribution IS/MND, City of Banning (2024)

KB Home Sunkist Residential Development Appendix N Checklist, City of Anaheim (2023)

Evergreen Commercial Development ISMND, City of Lake Elsinore (2022)

Magnolia Flats Appendix N Streamlining Checklist (2022)

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JACKIE TRAN, PROJECT MANAGER

JUNE 2024

Bachelor of Arts, Urban Studies

University of California, Irvine



Jackie is a planner with experience in both the public and private sector. She specializes in environmental technical documents, including Categorical Exemptions, Phase I ESAs, Air Quality, Greenhouse Gas, Noise, and Energy, under CEQA/NEPA for a variety of planning projects involving residential, redevelopment, infrastructure, and commercial uses. Her work focuses on existing conditions analysis, regulatory compliance, and community outreach. She has also worked on long-range comprehensive planning projects, including General Plan updates, specific plans, and development code amendments as well as entitlement and construction documents processing. Jackie is a strong technical writer and has task managed environmental technical documents and long-range planning projects.

Jackie's primary role will serve as the lead CEQA document writer, specializing in Hazard Mitigation, Phase I ESAs, Air Quality, Greenhouse Gas, Noise, and Energy.



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Jackie Tran – Relevant Project Experience

SALT Residential Development, EIR, City of Anaheim (In Process)
Toll Brothers Synagogue Residential Development, Section 15183 Exemption, City of Irvine (In Process)
Westcore Sorrento Industrial Development, EIR Addendum, City of San Diego (In Process)
Adesa Rialto Food Processing Facility, IS/MND, City of Rialto (In Process)
Rancho Ridge Infill Residential Project Section 15183 Exemption, City of Orange (In Process)
Haven Winery IS/MND, County of Riverside (2026)
Monte Vista Palmdale Residential Development, Section 15183 Exemption, City of Palmdale (2026)
Anaheim Porsche, Class 32 Infill Exemption, City of Anaheim (2026)
Toll Brothers Residential Development Class 32 Infill Exemption, City of Laguna Hills (2026)
Brandywine Homes Santa Barbara Towns Development IS/MND, City of Garden Grove (2025)
Hemet Dosner Farms Technical Study Peer Review, City of Hemet (2025)
City of Perris General Plan Housing Element Implementation IS/MND (2025)
Pauling Industrial Development, Class 32 In-Fill Exemption, City of Lake Forest (2025)
San Juan Plaza, Class 32 In-Fill Exemption Peer Review, City of San Juan Capistrano (2024)

KADEN LIKINS, ASSISTANT PLANNER

APRIL 2024

Bachelor of Arts, Urban Studies and Planning
Minor, Climate Change Studies

University of California, San Diego



Kaden is a dedicated planner working with our Development, Environmental and Planning Services teams. His passion for climate adaptivity led him to the City of San Diego's Bioregional Center where he was responsible for coordinating policy decisions, planning improvements, and sustainability across multiple departments within the jurisdiction. Kaden is talented environmental writer and will support the team with research, document preparation, and graphic creation.

Kaden supports the team with document setup, preparation, GIS Mapping, and graphic creation.



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Kaden Likins – Relevant Project Experience

Rancho Ridge Infill Residential Project Section 15183 Exemption, City of Orange (In Process)

Monte Vista Palmdale Residential Development, Class 32 Infill Exemption, City of Palmdale (2026)

Toll Brothers Residential Development Class 32 Infill Exemption, City of Laguna Hills (2026)

Brandywine Homes Residential ISMND, City of Garden Grove (2025)

Brandywine Homes Route 66 Residential Development IS/MND, City of Glendora (2024)

Brandywine Homes Dale Residential Development IS/MND, City of Buena Park (2024)

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EMILY TRAGOS, OPERATIONS MANAGER

JULY 2022

Bachelor of Arts, Communications
Minor, Public Relations

California State University, Fullerton



Emily has worked in marketing, creative services, event planning, and account management since 1995. She supports the management team with administrative duties, quality, and editorial control reviews, and manages all aspects of electronic and print deliverables. Emily will support the consultant team through quality control review and copy editing of draft documents to ensure consistency across all documents.

Emily will support the consultant team through quality control review and copy editing of draft documents to ensure consistency across all documents.

Subconsultants

Sagecrest partners with RK Engineering and South Environmental to prepare required environmental technical studies (e.g. biological resources, air quality, greenhouse gas, transportation/traffic analysis, cultural and historic resources). The following are key personnel for RK Engineering and South Environmental.

RK Engineering (Transportation, Noise, Air Quality, Green Gas Emissions, Energy)

RK Engineering uniquely combines engineering expertise and professionalism with creative thinking and innovative problem solving. The result is an extraordinary transportation engineering firm that possesses requisite expertise as well as the ability to look across disciplinary boundaries for solutions others may overlook.

This innovative approach is evident by the breadth of services available to RK Engineering diverse clientele that includes regional governments, counties, cities, special districts, school districts, community associations, private developers and contractors,



SAGECREST
PLANNING + ENVIRONMENTAL

engineering and planning firms. Each client receives what RK Engineering is known for on time, on target, on budget professional service.

RK Engineering staff represent more than 70 years of cumulative experience in traffic engineering and related disciplines.

Beyond this experience, RK Engineering personnel are recognized leaders in the fields of transportation planning, traffic impact analysis, circulation planning, multi-modal planning, parking studies, and environmental engineering. The combination of this experience and expertise means that major program assignments and small technical studies are all successfully completed to the satisfaction of RK Engineering clientele.

Perhaps the best measure of a firm's capabilities is the quality of the clientele it attracts. RK Engineering is pleased to count among its satisfied clientele, the Orange County Transportation Authority, and the Transportation Corridor Agencies as well as the counties of Orange and Riverside. Municipal clients have included the cities of Canyon Lakes, Huntington Beach, Irvine, Laguna Hills, Mammoth, Mission Viejo, Moreno Valley, Murrieta, Newport Beach, Perris, Rancho Santa Margarita, and San Juan Capistrano. Institutional clientele has included a range of school districts as well as respected institutions like the University of California, Irvine; Pomona College, Western State University College of Law, and California Baptist College. Community Association clients include the CZ Master Association in Coto de Caza, Aliso Viejo Community Association and numerous other associations.

BRYAN ESTRADA, AICP, PTP, PRINCIPAL

Bachelor of Arts, Urban Studies

2007

University of California, Irvine



As Principal at RK Engineering, Bryan oversees the Environmental Department and provides Air Quality, Greenhouse Gas, Noise, and Energy Conservation consulting services. Bryan also oversees Transportation Planning projects and has led RK's effort to be at the forefront of offering Vehicle Miles Traveled modeling services.

Bryan's experience includes traffic engineering and transportation planning, air quality and greenhouse gas analysis, and environmental acoustics and noise analyses. He has also contributed to the design of traffic signals, signing and striping plans and traffic control plans. Bryan frequently engaged with clients and developers, local government agencies, and community groups to help craft innovative solutions to mitigate traffic, noise and air quality impacts.



Bryan Estrada – Areas of Expertise

Transportation Planning
Traffic Engineering
Traffic Impact Studies
Traffic Calming
Parking
Vehicle Miles Traveled
Active Transportation & Bicycle Planning
Air Quality Emissions
Greenhouse Gas and Global Climate Change
Acoustical Engineering
Noise & Vibration Impact Studies
Energy Conservation

South Environmental (Biological Resources & Cultural Resources)

Founded in 2018 in Pasadena, California, South Environmental is a certified Disadvantaged Business Enterprise (DBE), Woman-Owned Business Enterprise (WBE), and Small Business Enterprise (SBE) specializing in natural and cultural resources consulting in Southern California. South Environmental provides architectural history, archaeology, biology, arboricultural, and paleontological resources consulting services.

Established as a partnership between Cultural Resources Director Samantha Murray and Principal Biologist Matthew South, the in-house team of specialists provides the full suite of cultural, paleontological, and natural resources compliance services. South Environmental assists clients navigate federal, state, and local regulatory and permitting processes, from small-scale private development projects to large-scale infrastructure and energy projects. They provide technical studies and compliance documentation to satisfy the regulatory requirements of the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) and work closely with federal and state permitting agencies such as the U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), and the State Regional Water Quality Control Board (RWQCB).

South Environmental uses the latest technologies and best science available to further the conservation and preservation of natural, cultural, and paleontological resources in California while helping our clients obtain their project goals and objectives. The firm assists with the planning and implementation of projects dedicated to the preservation and conservation of California's natural areas and rare species. We offer the following major service categories:



Cultural Resources Services

Includes architectural history and historic built environment resource significance evaluations, historic preservation, stakeholder engagement, historic context statements, intensive-level archaeological surveys and technical reports, and tribal cultural resources services.

Natural Resources Services

Preparation of biological resource assessments and impacts analyses, wetland delineations, special-status species surveys, and conservation planning. We also offer arborist services including tree inventories, surveys, risk assessments, and tree permitting services.

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Paleontological Resources Services

Includes paleontological resource assessments, surveys, and construction monitoring, as well as fossil salvage, identification, preparation, and curation.

GIS and Data Science Services

Includes database construction and management, mobile data collection, mapping, web applications, and spatial data creation and analysis.

SAMANTHA MURRAY, MA, RPA, CULTURAL RESOURCES DIRECTOR

2013

Master of Anthropology
Bachelor of Arts, Anthropology

California State University, Los Angeles
California State University, Northridge



Samantha is the cultural resources director and archaeological principal investigator at South Environmental with over 18 years' experience in all elements of cultural resources management, including project management, archaeology and architectural history studies, and significance evaluations. Ms. Murray has conducted thousands of Phase I archaeological studies, historical resource evaluations, and has developed detailed historic context statements for a multitude of property types and architectural styles.

Samatha Murray – Areas of Expertise

CEQA, NEPA, and Section 106 of the NHPA compliance documentation in consideration of impacts to historical, archaeological, and tribal cultural resources, and historic properties

Resource significance evaluations in consideration of NRHP, CRHR, and local designation criteria

Project design review for conformance with the Secretary of the Interior's Standards
Assistance with complex mitigation including HABS/HAER/HALS, salvage, and interpretive displays



EXPERIENCE & REFERENCES

Relevant Experience

Sagecrest has served local public agencies on environmental and development projects in communities across California in Los Angeles, Orange, San Diego, Riverside, and San Bernardino Counties for the past 9 years. The Environmental Services Team also has experience working as municipal agency staff, which gives us insight into the interdisciplinary coordination required to deliver environmental reviews that other consulting firms may not have.

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Sagecrest is under contract with several jurisdictions to provide environmental review services on an as-needed basis. The following table provides descriptions of our current on-call environmental services contracts.

TERM	TYPE OF CONTRACT	CONTRACTING AGENCY/CLIENT	PROJECT MANAGER
November 2017 – Current	On-call environmental services	City of Santa Ana	Ali Pezeshkpour, AICP Planning Manager
August 2019 – Current	On-call environmental services	City of Riverside	Brian Norton Principal Planner
March 2018 – Current	On-call environmental services	City of Lake Elsinore	Damaris Abraham Planning Manager
June 2021 – Current	On-call environmental services	City of Artesia	Melissa Burke Deputy City Manager
October 2021 – Current	On-call environmental services	City of Lake Forest	Amy Stonich, AICP Assistant Director of Community Development
August 2022 – Current	On-call environmental services	City of Laguna Beach	David Contreras Director Community Development
December 2022 – Current	On-call environmental services	City of San Juan Capistrano	Laura Stokes Principal Planner
September 2024 – Current	On-call environmental services	City of Santa Fe Springs	Cuong Nguyen Director of Community Development
June 2017 – Current	On-call environmental services	City of San Clemente	Zach Rehm Acting City Planner



Sample Work Projects

The team at Sagecrest includes a collaboration of managing principals and staff who have experience in performing work of a similar nature to that solicited in this request for qualifications. The following is a list of relevant projects completed within the last five (5) years.

Type of Document: CEQA Section 15183 Exemption

Contracting Agency/Client: City of Palmdale/Monte Vista Homes

Project Description: Preparation of a CEQA Section 15183 Exemption for the proposed construction of a 37-Unit single-family detached residential development project located at 45th Street East and East Avenue S-8, in the city of Palmdale, CA.

Type of Document: CEQA Class 32 Categorical Exemption - Infill Development

Contracting Agency/Client: City of Laguna Hills/Toll Brothers

Project Description: Preparation of a Class 32 In-Fill Development Exemption for the construction of a 43-unit townhome development on a 2.43-acre site located at 23161 Mill Creek, in the city of Laguna Hills, CA.

Type of Document: Artesia Place Residential Development Revised and Recirculate Draft and Final EIR Peer Review

Contracting Agency/Client: City of Artesia

Project Description: Conducted a peer review of the Artesia Place Residential Developed Revised and Recirculated Draft EIR for a 120-unit residential townhome development.

Type of Document: CEQA Class 32 Categorical Exemption - Infill Development

Contracting Agency/Client: City of Anaheim/Anaheim Porsche

Project Description: Construction of a new 223,664 square foot, 5-story automobile dealership to include new and pre-owned auto sales and repair. Proposed site improvements include a paved parking lot with 52 parking spaces, handicapped accessible parking and paths of travel, loading spaces, one driveway along Lincoln Avenue, and landscape planters around the perimeter of the site.

Type of Document: Initial Study/Mitigated Negative Declaration

Contracting Agency/Client: City of Temecula/Haven Winery

Project Description: Preparation of an IS/MND for the development of a winery with six (6) new buildings including tasting rooms, delicatessen, storage, restrooms, wine laboratory, barrel room, office, and wine storage with a total of 10,848 gross square feet.



Type of Document: Initial Study/Mitigated Negative Declaration

Contracting Agency/Client: City of Garden Grove/Brandywine Homes Santa Barbara Townhomes

Project Description: The preparation of an IS/MND environmental document analyzing the proposed development of a new 26-unit residential townhome project at 5802 Santa Catalina Ave, Garden Grove, California.

Type of Document: Initial Study/Mitigated Negative Declaration

Contracting Agency/Client: City of Banning/Brown Strauss Steel

Project Description: Preparation of an IS/MND for the Brown Strauss Industrial Development Project located at 1219 and 1431 W. Lincoln Street, in the city of Banning, CA (Riverside County). The development consisted of a steel manufacturing and distribution facility, which would consist of a 45,000 SF warehouse, a 3,000 SF office, two (2) 500 SF enclosed saw sheds attached to the warehouse and an outdoor storage yard.

Type of Document: Initial Study/Mitigated Negative Declaration Addendum

Contracting Agency/Client: City of Carson/Brandywine Homes

Project Description: Preparation of an Addendum to the approved 2019 Carson Landing Project IS/MND. Required to mitigate the potential health risk by installing vapor barriers & vents in the foundation of certain buildings, recording a covenant on the property prohibiting digging below 10" feet for future homeowners, providing external testing ports and committing to annual monitoring.

References

The team at Sagecrest includes a collaboration of managing principals and planners who have extensive experience of performing work of a similar nature to that solicited in this request for services. Four (4) On-Call Environmental Services references are provided. Additional references are available on request.

Term	City/Agency	Contact Person	Description of Services
2020 – Current	City of Lake Forest	Amy Stonich, AICP Assistant Director of Community Development City of Lake Forest 949.461.3479 astonich@lakeforest.gov	On-Call Environmental Planning Services; Pauling Industrial Development Class 32 In-Fill Exemption
2023 – Current	City of Santa Ana	Nancy Tran, AICP Senior Planner City of Santa Ana 714.667.2740 Ntran5@santa-ana.org	On-Call Environmental Services



Term	City/Agency	Contact Person	Description of Services
2024 – Current	City of San Juan Capistrano	Laura Stokes, Principal Planner City of San Juan Capistrano 949.443.6313 lstokes@sanjuancapstrano.org	On-Call Environmental Services; San Juan Plaza Class 32 and associated studies Peer Review
2024 – Current	City of Santa Fe Springs	Cuong Nguyen Director of Community Development 562.868.0511 ext.7359 cuongnguyen@santafesprings.gov	On-Call Environmental Services

PRICE PROPOSAL

Billing for On-Call Environmental Services will be based on the time and materials needed to perform such services. Our team will perform environmental tasks based on the following breakdown of classification of hourly rates for key personnel as identified below:

Sagecrest Planning + Environmental Rates

Position	Hourly Rate
President	\$250
Vice President/Planning Director	\$230
Principal/Planning Manager	\$220
Senior Project Manager/Principal Planner	\$200
Senior Planner	\$170
Project Manager/Associate Planner	\$150
Assistant Planner	\$130
Planning Aide	\$100
Operations Manager/Quality Control	\$90

Reimbursable Expenses

Expenses incurred will be billed at actual costs plus hourly rate, if applicable. Reimbursable expenses include, but are not limited to, reprographics, postage, certified mailings, office supplies such as flash drives, and application filing fees. Vehicle mileage will be billed at current IRS allowable rate and parking expenses incurred by Sagecrest employees are charged at cost. Approval of necessary expenditures will be requested in advance from the City's designated Contract Officer.



RK Engineering Group Rates

Position	Hourly Rate
Founding Principal	\$200
President	\$190
Principal	\$190
Associate Principal	\$180
Associate Engineer/Planner/Designer	\$170
Senior Engineer/Planner/Designer	\$150
Engineer/Planner/Designer V	\$140
Engineer/Planner/Designer IV	\$130
Engineer/Planner/Designer III	\$120
Engineer/Planner/Designer II	\$110
Engineer/Planner/Designer I	\$100
Assistant Engineer/Planner/Designer	\$90
Engineering Technician	\$70
Engineering Aide	\$50
Office Manager	\$80
Executive Assistant	\$80
Administrative Assistant	\$60
Administrative Aide	\$50

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South Environmental Rates

Position	Hourly Rate
Principal Biologist	\$220
Senior Biologist	\$189
Biologist 2	\$168
Biologist 1	\$152
Biological Field Technician	\$126
Principal Architectural Historian/Archaeologist/Paleontologist	\$210
Senior Architectural Historian/Archaeologist/Paleontologist	\$178
Architectural Historian/Archaeologist/Paleontologist 2	\$157
Architectural Historian/Archaeologist/Paleontologist 1	\$142
Archaeological/Paleontological Field Technician	\$120
GIS Specialist	\$168



SAGECREST
PLANNING + ENVIRONMENTAL

ATTACHMENT A – RESUMES



SAGECREST
PLANNING + ENVIRONMENTAL

Amy Vazquez

President

CERTIFICATIONS + SKILLS

- American Planning Associate (APA) Member
- Section Director of Orange Section APA
- 2018 Emerging Planning and Design Firm
- 2019 Award of Excellence for Grassroots Initiative
- Adobe Acrobat
- Microsoft Office
- Communication
- Public Speaking

EDUCATION

B.A. Environmental Analysis and Design | Minor, Urban and Regional Planning
University of California, Irvine

EXPERIENCE

Sagecrest Planning + Environmental

President | 2017 – Present

- Manages a team of approximately 30 professionals including professional planners, code enforcement officers, building and safety personnel, contractors and other staff who provide services to client cities throughout Southern California.
- Preparation and oversight of multiple professional planning contracts throughout Southern California.
- Business development, diversification, client relations and staff recruitment, retention and discipline.
- Maintains successful relationships with current clients and employees/contractors.

City of San Clemente

Principal Planner | 2017 – 2018

- Primarily conducted high level current and advance planning projects through project management implementing the goals, objectives, policies and priorities of the City.
- Contract planner responsible for the Marblehead Coastal Specific plan.
- Managed the entitlements for the Outlets at San Clemente and the construction activities of the Sea Summit residential development.

City of Anaheim

Contract Planner | 2014 – 2017

- Responsible for project management of expedited entitlements and complex development applications.
- Reviewed and processed general plan amendments, re-classifications, subdivisions, annexations, conditional use permits and variances.
- Performed field inspections to gather data relevant to the development review process and/or to verify that development projects comply with approved plans.
- Scheduled and conducted meetings with other city departments and elected officials.
- Presented reports and other findings to staff, Planning Commission, and City Council.

Lilley Planning Group

Principal | January 2015 – April 2017

- Managed a team of over a dozen planners assigned throughout Southern California.
- Principal in charge of marketing and networking, client relations and staff retention.

EXPERIENCE CONTINUED

City of Anaheim

Associate Planner | 2001 – 2006

- Reviewed and processed complex general plan amendments, zoning code amendments, reclassifications, subdivisions, conditional use permits and variances.
- Processed entitlement requests and development agreements for mixed-use projects within the Platinum Triangle that included various planning studies and development applications.
- Prepared and reviewed proposal requests for consultant contracts for environmental studies and managed the entire CEQA review process.
- Performed field inspections to gather data relevant to the development review process and/or to verify that development projects comply with approved plans.
- Scheduled and conducted meetings with other city departments, applicants and consultants.
- Prepared and presented staff reports that included project analysis, project findings, and project recommendations for the City Council and Planning Commission
- Practiced excellent customer service at the public zoning counter.
- Supervised and mentored several Planning Aides, Assistant Planners and Planning Interns.

City of Huntington Beach

Planning Technician | 1998 – 2001

- Provided customer service to residents, business owners and developers at the public counter with new development projects residential, commercial and industrial alterations.
- Analyzed, evaluated, and performed technical review of site and architectural plans to verify conformance with appropriate zoning and building regulations.
- Conducted records requests for residents, business owner and developers.





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Lindsay Ortega, AICP

Vice President

CERTIFICATIONS + SKILLS

- American Institute of Certified Planners (AICP)
- Adobe Acrobat
- Adobe Photoshop
- ArcGIS Pro
- Bluebeam
- Microsoft Office
- Public Speaking
- Spanish – fluent

EDUCATION

Master of Urban and Regional Planning
University of California, Irvine

B.A. Political Science | Minor Public Affairs
University of California, Los Angeles

EXPERIENCE

Sagecrest Planning + Environmental Vice President | 2017 – Present

- Manages team of land use and environmental planners.
- Coordinates CEQA review for the land use entitlement process between Lead Agencies, developers, and technical experts.
- Prepares CEQA documents to analyze and disclose the potential environmental impacts of development projects in compliance with the CEQA Statute and Guidelines.
- Manages the preparation of technical studies by a team of sub-consultants.
- Performs peer reviews of CEQA documents and associated technical studies.
- Provides technical assistance to contract staff placed in jurisdictions.
- Responsible for marketing and outreach to existing and prospective clients.
- Responds to RFPs and prepares written proposals.

Lilley Planning Group Consultant Planner | 2016 – 2017

Planning Services: Cities of Anaheim & San Juan Capistrano

- Responsible for managing and processing a variety of project entitlement applications for compliance with local, state, and federal regulations. Such projects include comprehensive sign programs, Conditional Use Permits, infill residential projects, industrial and commercial developments, Architectural Control reviews, Grading Plan Modifications, Historical Structure Modifications/Reviews, and environmental reviews as needed.
- Presented projects to Planning Commission, as well as other necessary reviewing bodies; prepare staff reports and Planning Commission meeting packets, including preparation of resolutions, conditions of approval, and public hearing notices.
- Assisted at Planning Counter to review plan checks, sign permits, regulatory and special event permits, and any other over-the-counter requests, as needed.

City of Brea Planning Specialist | 2016

- Assisted customer at public counter and over the telephone; answered questions; explained procedures, assisted the public in completing forms and applications; received forms and applications; handled complaints and resolved problems.
- Reviewed plan checks, sign permits, temporary sign permits, and any other over-the-counter requests.
- Prepared staff reports and Planning Commission meeting packets, including preparation of resolutions, conditions of approval, and public hearing notices.

EXPERIENCE CONTINUED

Core Development Services

Zoning Manager | 2014 – 2016

- Responsible for securing all necessary governmental zoning approvals and entitlements for existing and new wireless facility modifications and renewals throughout Southern California, with an average project load of 100 sites from various carriers and tower companies.
- Extensive review of jurisdiction-specific zoning code and regulatory land use policies to make necessary findings for approval, troubleshoot design to ensure speed to market approval.
- Gathered necessary third-party services for permit submittals, represent the client at public hearings, follow the project to completion ensuring all jurisdictional Conditions of Approval are met.
- Conduct all necessary due diligence research and project milestone forecasts to meet client expectations.

Community Action Partnership

Planner | 2011 – 2014

- Researched and prepared grant proposals for the development of programs in high-need areas of Orange County.
- Responsible for the management of all grant funding programs to ensure compliance and parameters of funding received through the collection and tracking of programmatic performance indicators and outcomes.
- Oversaw and ensured private and public contract compliance, including CSBG, CDBG, USDA, County of Orange, OC United Way Funding, and other private, corporate, and foundation contracts.
- Prepared and completed contract reports, private and public requests for proposals, and strategic project implementation plans.

City of Fountain Valley

Graduate Intern | 2011

- Worked with City Manager Department to spearhead economic development in City by implementing shop local programs, green initiatives, city branding.
- Assisted Planning Department in assessing current zoning and permitting processes, to encourage economic development and business friendly environment.
- Tracked legislation affecting Orange County municipalities, as well as draft letters of support/opposition to governmental officials regarding current legislation.

Davies Public Affairs

Project Assistant | 2006-2009

- Assisted with day-to-day implementation of project tasks for large scale land-use and entitlement campaigns.
- Coordinated production of direct mail outreach efforts to inform communities of local projects, identify supporters.
- Researched relevant markets to assess temperature of opposition, potential obstacles/advantages for a project.
- Supported project team in effectively implementing client strategies, executed tasks related to that implementation.





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Kelly Ribuffo

Senior Project Manager

CERTIFICATIONS + SKILLS

- Associate of Environmental Professional (AEP) Member
- Adobe Acrobat
- Microsoft Office
- Granicus/Legistar
- Superion TrackIt
- Architectural Plan Review
- Archeological and Environmental Technical Review

EDUCATION

Master of Historic Preservation
University of Oregon

B.A. Anthropology
B.A. Asian Studies
University of Florida

EXPERIENCE

Sagecrest Planning + Environmental Senior Project Manager | 2022 – Present

- Provides staff support services to the cities of Avalon and Newport Beach, including review of entitlement applications and long-range planning services.
- Prepares California Environmental Quality Act (CEQA) documents for private and public sector clients, including Initial Studies, Mitigation Negative Declarations (MNDs), and Appendix N and Class 32 streamlining checklists.
- Manages preparation of technical studies to support CEQA review, including Air Quality, Biological, Cultural, Geotechnical, Greenhouse Gas, Historic, Hydrology, Noise, Phase I/II, Traffic, and WQMP.
- Coordinates with clients, City staff, subconsultant teams to facilitate processing of complex development projects.
- Provides peer review of CEQA documents and associated technical studies.
- Manages complex entitlement applications for private sector clients.

City of Orange Associate Planner, Historic Preservation | 2014 – 2022

- Reviewed development applications throughout the city, including multifamily residential, commercial infill, conditional use permits, variances, zone changes, site plan reviews, and administrative design reviews.
- Provided specialized design review of historically designated properties for compliance with the City's historic preservation design standards, with properties ranging from the late 19th to mid-20th century period.
- Coordinated development project review with other City departments through the internal staff review committee.
- Prepared staff reports, including recommendations and resolutions/ordinances, for presentation before the Design Review Committee, Planning Commission, and City Council.
- Reviewed historic, archaeological, and environmental technical reports and performed cultural resources survey work as needed.
- Designated staff planner responsible for processing all development applications related to Chapman University, located within the Old Towne National Historic District.
- Administered the City's Mills Act Tax Exemption program for qualified historic properties.

EXPERIENCE CONTINUED

City of Lake Worth Beach (formerly Lake Worth)

Preservation Planning Coordinator | 2012 – 2014

- Designated zoning reviewer and project manager for all planning and zoning actions involving local historic properties throughout the City, including site plans, variances, conditional use permits, and certificates of appropriateness for residential and commercial properties.
- Prepared and presented staff reports to the Historic Resources Preservation Board and City Commission.
- Provided customer service at the public counter answering phone calls, emails and in-person questions concerning zoning, entitlements, and historic preservation.
- Certified Local Government coordinator and administrator of the City's Historic Ad Valorem Tax Exemption program.
- Participated in preparation of amendments to the City's Land Development Regulations (LDRs) and Comprehensive Plan.

National Park Service, Alaska Regional Office

Historian | 2011 – 2011

- Hired by the Alaska Regional Office as part of the National Register Initiative program.
- Conducted on-site field visits and recordation, as well as in-office report writing in a professional office setting.
- Projects completed:
 - Determination of Eligibility (DOE) for the Mission 66 employee residences at Glacier Bay National Park and Preserve.
 - Complete draft for a National Register nomination to expand the headquarters historic district at Denali National Park and Preserve.

Southarc, Inc.

Archaeological Technician | 2007 – 2009

- Performed Phase I shovel test surveys, Phase II and III archaeological excavations and conducted research utilizing library and internet resources, artifact cataloging and analysis.
- Completed compliance paperwork for the State Historic Preservation Office (SHPO).
- Conducted historic architectural surveys and made determinations of eligibility for the National Register.





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Jackie Tran

Project Manager

CERTIFICATIONS + SKILLS

- Adobe Acrobat
- Adobe Photoshop
- Adobe InDesign
- ArcGIS Pro
- Bluebeam
- CalEEMod
- Microsoft Office
- Vietnamese – conversational

EDUCATION

B.A. Urban Studies |
Minor, Conflict Resolution
University of California,
Irvine

EXPERIENCE

Sagecrest Planning + Environmental

Project Manager | 2024 – Present

- Project manage and prepare CEQA documents for private and public sector clients, including Mitigated Negative Declarations (MNDs), Categorical Exemptions, and Statutory Exemptions.
- Conduct CEQA Peer Review of prepared environmental documents for residential, industrial, and commercial projects.
- Prepare and recommend mitigation measures as part of Mitigation Monitoring and Reporting Programs (MMRPs) for biological, air quality, greenhouse gas, noise, energy, cultural, and other environmental issues.
- Conduct environmental due diligence on properties, including reviewing hazardous records from the Department of Toxic Control Substances (DTSC) and agency long-range documents to anticipate potential environmental impacts and CEQA path.
- Work with environmental or land use attorneys to draft legal defense memorandums for CEQA challenges.
- Coordinates the preparation of specializes in environmental technical documents, including Categorical Exemptions, Phase I ESAs, Air Quality, Greenhouse Gas, Noise, and Energy, under CEQA/NEPA for a variety of planning projects involving residential, redevelopment, infrastructure, and commercial uses.

Kimley-Horn – Planning Team

Planning Analyst | 2021 – 2024

- Project managed and drafted Phase I ESAs for industrial, commercial, and residential projects.
- Drafted CEQA technical studies for Air Quality, Greenhouse Gas, Noise, and Energy and calculated emissions via CalEEMod.
- Conduct site reconnaissance and interview property owners for Phase I ESAs and Noise technical studies.
- Drafted long-range planning documents (Specific Plans, General Plan Updates: Housing Element, Safety Element/Climate Vulnerability Assessment) in collaboration with team members.
- Drafted baseline conditions reports for universities and airports.
- Collected and analyzed data from stakeholder meetings, public outreach, and agencies (ex: Census data).
- Project managed due diligence & entitlements (Planning Approval to Building Permit issuance) for 40+ stores for big-box retail clients (Target, Walmart, Amazon, Costco) in multiple states.
- Presented at stakeholder meetings, community workshops, and City Council/Planning Commission meetings.
- Collaborate closely between clients, agencies, and different disciplines for project facilitation.
- Researched local ordinances, municipal codes, and state laws for projects.

EXPERIENCE CONTINUED

TAIT & Associates – Land Development Team

Development Project Coordinator/Consultant for Orange County Public Works | 2020 – 2021

- Submitted in-person and online programmatic entitlements with AHJ staff for 7-Eleven.
- Plan check, approve, and issue permits/clearances for commercial and residential submittals and coordinating with County staff on permit intake/distribution.

OC Habitats

Environmental Research Intern | 2020 – 2021

- Monitor and survey habitats of Western Snowy Plover in Orange County.
- Conducted qualitative and quantitative data research and analysis through surveys, monitoring, and interviews of government agencies and environmental organizations.
- Writing and research for grants, sponsorships, and funding applications.





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Kaden Likins

Assistant Planner

CERTIFICATIONS + SKILLS

- Adobe Acrobat
- ArcGIS
- Canva
- Microsoft Office
- Public Speaking

EDUCATION

B.A. Urban Studies and Planning | Minor, Climate Change Studies

University of California,
San Diego

EXPERIENCE

Sagecrest Planning + Environmental

Assistant Planner | 2024 – Present

Planning Services: Cities of Avalon, Huntington Beach, Lake Forest, and Villa Park

- Reviews formal applications, development proposals, CEQA documents, and construction plans to ensure compliance with city policies, ordinances, and codes.
- Processes entitlements including variances, CUPs, design review and wireless telecommunications facilities.
- Prepares and presents reports to the Planning Commission and City Council.
- Manages plan checks for ADUs, single and multi-family residential developments, and tenant improvements.
- Conducts research on existing zoning codes, prepares updates to comply with State law and City Policies.
- Prepares GIS maps to analyze options for zoning code updates.

Development Services:

- Coordinates with architects and civil engineers for the development of plans to be submitted for entitlements.
- Reviews plans to ensure compliance with zoning codes.
- Conducts research on ordinances, processes, timelines, and fees to develop due diligence reports.

Environmental Services:

- Reviews projects for compliance with CEQA and makes determination on appropriate CEQA path.
- Prepares project descriptions and additional sections for CEQA documents.
- Writes initial studies based on information contained in project description and technical studies.
- Prepares Notice of Intent (NOI), Notice of Preparation (NOP), Notice of Determinations (NOD), and Notice of Exemptions (NOE).
- Prepares Tribal Consultation Letters (AB 52 and SB 18).

Bioregional Center – University of California, San Diego

Student Research Intern | 2023

- Conducted research on sustainable agriculture in San Diego to collect data on local farms, converting the data into ArcGIS and compiling findings into excel spreadsheets.
- Managed the weekly presentations of all data, findings, and maps to the research team.

City of San Diego

Planning Intern | 2023

- Coordinated policy decisions, planning improvements, and sustainability across multiple departments within the jurisdiction.
- Presented improvement strategies to City Departments.



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Emily Tragos

Operations Manager

CERTIFICATIONS + SKILLS

- Quality Control
- Creative Services
- Copywriting/Editing
- Promotional Marketing
- Midas Award Honoring Excellence in Financial Services Communications
- AME International Award Honoring Advertising and Marketing Effectiveness
- Adobe Acrobat
- Adobe Illustrator
- Microsoft Office

EDUCATION

B.A. Communications |
Minor, Public Relations
California State University,
Fullerton

EXPERIENCE

Sagecrest Planning + Environmental Operations Manager | July 2022 – Present

- Manages and prepares all print mailings, including but not limited to public notices, notices of preparation, notices of determination, etc.
- Responsible for ensuring that technical documents, reports, and deliverables, are accurate, clear, and concise.
- Provides administrative support to the Project Team to include editing and formatting correspondence and finalizing print deliverables.
- Responsible for quality review functions including editorial review for structure, grammar, general clarity, and common rules of technical writing.

Tajima Creative Services

Senior Account Manager | January 2004 – October 2008

- Effectively managed workflow from creative conception to execution while delivering projects within budget and timelines.
- Responsible for securing and managing a team of designers, copywriters, contractors, print and fulfillment resources on a project-by-project basis.
- Responsible for quality review, editing, proofreading, and on-site press checks for print deliverables.

Washington Mutual Bank (WaMu)

Senior Marketing Manager, AVP | February 2000 – October 2004

- Managed all creative marketing initiatives for the retail home loans division, including the creation, brand messaging, quality control and production of all printed and electronic deliverables.
- Managed all aspects of direct mail marketing campaigns for both business to business and business to consumer clients.
- Managed multiple teams to deliver on brand marketing deliverables that aligned with corporate goals.

Ameriquest Mortgage Company

Senior Sales Event Manager | September 1996 – January 2000

- Created, managed, and executed multi-million-dollar events and incentive plans to increase revenue and secure employee retention.
- Developed the tracking and results analysis for quarterly and annual sales incentive programs.
- Responsible for developing the creative, promotions, site location, talent selection, and on-site management for national sales meetings and international incentive trips.



Bryan Estrada, AICP, PTP

Principal

Areas of Expertise

Transportation Planning
Traffic Engineering
Traffic Impact Studies
Traffic Calming
Parking
Vehicle Miles Traveled
Active Transportation & Bicycle Planning
Air Quality Emissions
Greenhouse Gas and Global Climate Change
Acoustical Engineering
Noise & Vibration Impact Studies
Energy Conservation
CEQA Compliance

Education

University of California, Irvine, B.A., Urban Studies

Professional History

RK Engineering Group, Inc.
Principal
2007 - Present

Certifications

American Institute of Certified Planners (AICP)
Professional Transportation Planner (PTP)

Affiliations

American Planning Association (APA)
Association of Environmental Professionals (AEP)
Orange County Traffic Engineering Council (OCTEC)

Volunteer

Costa Mesa Active Transportation Committee - Member
(2019 – 2023)

Representative Experience

Mr. Bryan Estrada is a native of Southern California and also stayed in the area by attending the University of California, Irvine, School of Planning, Policy and Design where he received a Bachelor of Arts degree in Urban Studies.

As a Principal at RK Engineering Group, Inc. (RK), Mr. Estrada oversees the Environmental Department and provides Air Quality, Greenhouse Gas, Noise, and Energy Conservation consulting services. Mr. Estrada also oversees Transportation Planning projects and has led RK's effort to be at the forefront of offering Vehicle Miles Traveled modeling services.

Mr. Estrada's experience includes traffic engineering and transportation planning, air quality and greenhouse gas analysis, and environmental acoustics and noise analyses. He has also contributed to the design of traffic signals, signing and striping plans and traffic control plans. Mr. Estrada is frequently engaged with clients and developers, local government agencies, and community groups to help craft innovative solutions to mitigate traffic, noise and air quality impacts.

Mr. Estrada works on projects that range from regional and General Plan level analyses to focused site-specific technical studies. His recent work includes Mixed Use Development projects in Downtown Huntington Beach, the City of Aliso Viejo General Plan Update and Aliso Viejo Town Center Vision Plan, Eleanor Roosevelt High School eStem Academy Traffic Impact Study and On-Site Circulation Plan (Eastvale, CA), Great Wolf Lodge Resort (Garden Grove, CA), Starbucks Coffee Shops (multiple locations through Southern California), Paradise Knolls Specific Plan (Jurupa Valley, CA), Vista Del Agua Specific Plan (Coachella, CA), and Monterey Park Hotel Mixed Use Development Project (Monterey Park, CA).

Mr. Estrada is an active member of the American Planning Association (APA) and the Association of Environmental Professionals (AEP) and stays up to date on the latest trends and topics concerning CEQA policy.

Mr. Estrada has obtained the American Institute of Certified Planners (AICP) certification granted by the American Planning Association and the Professional Transportation Planner (PTP) certification granted by the Transportation Professional Certification Board.

Mr. Estrada formerly served on the Costa Mesa Active Transportation Committee.

EDUCATION

M.A., Anthropology,
California State University,
Los Angeles, 2013

B.A., Anthropology,
California State University,
Northridge, 2003

PROFESSIONAL

AFFILIATIONS

California Preservation
Foundation

National Trust for Historic
Preservation

PROFESSIONAL

CERTIFICATIONS

Registered Professional
Archaeologist (2013)

Samantha Murray, MA, RPA

CULTURAL RESOURCES DIRECTOR

Samantha Murray is the cultural resources director and archaeological principal investigator at South Environmental with over 18 years' experience in all elements of cultural resources management, including project management, archaeology and architectural history studies, and significance evaluations in consideration of the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), and local-level designation criteria. Ms. Murray has conducted thousands of Phase I archaeological studies, historical resource evaluations, and has developed detailed historic context statements for a multitude of property types and architectural styles. She has also provided expertise on numerous projects requiring conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

Ms. Murray meets the Secretary of the Interior's Professional Qualification Standards for both Archaeology and History. She is experienced managing multidisciplinary projects in the lines of private development, transportation, transmission and generation, federal land management, land development, and state and local government. She is an expert in preparation of cultural resources compliance documentation for projects that fall under the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and Sections 106 and 110 of the National Historic Preservation Act (NHPA). Ms. Murray has also served as an expert witness in legal proceedings concerning historical resources under CEQA and local ordinance protection.

EXPERTISE

- CEQA, NEPA, and Section 106 of the NHPA compliance documentation in consideration of impacts to historical, archaeological, and tribal cultural resources, and historic properties.
- Resource significance evaluations in consideration of NRHP, CRHR, and local designation criteria.
- Project design review for conformance with the Secretary of the Interior's Standards.
- Assistance with complex mitigation including HABS/HAER/HALS, salvage, and interpretive displays.
- Peer review.



Agenda Item

Orange City Council

Item #: 3.4.

7/28/2026

File #: 26-0378

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Agreement with Raftelis Financial Consultants, Inc. for preparing the Water and Sewer Rate Study

2. SUMMARY

Agreement with Raftelis Financial Consultants, Inc. to update the Water and Sewer Rate Study and provide recommendation on rates adjustment.

3. RECOMMENDED ACTION

Approve the agreement with Raftelis Financial Consultants, Inc. in the amount of \$89,718 for the Water and Sewer Rate Study; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this agreement is \$89,718 and will be funded through Water (600):
600-5802-55101- Professional/Technical Service

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

In 2022, the City conducted a comprehensive rate study for the Water and Sewer (Sanitation) Funds to ensure the adequacy of revenue for maintenance and operations. Utilizing the public noticing process, the City Council established water and sewer rates through January 1, 2027. Due to continually escalating wholesale water supply costs, the effects of the groundwater treatment systems, ongoing water conservation impacts, and escalating capital improvement and maintenance costs, the City needs to update its financial analysis of the City's Water and Sewer Funds to ensure a balance between revenues and expenditures, while maintaining reasonable fund reserves for emergency purposes. These analyses will show if a rate adjustment is needed for a five-year period, to be commenced as early as January 2028. Pursuant to Proposition 218, any proposed increase cannot exceed the City's estimated reasonable cost of providing water and sewer service.

As a part of the study, the consultant is to provide the City with financial, economic, and general consulting services in the areas of rate-setting, revenue requirement analyses, cost-of-service studies, rate design, financial planning and budgeting, and related services. Work on the project is

anticipated to begin in August 2026 and to be completed by March 2027.

The Request for Proposal for the Water and Sewer Rate study was distributed to four firms on April 27, 2026, with a due date of June 1, 2026. One of the firms, Black & Veatch, did not submit a proposal. Staff evaluated the proposals based on the firm's understanding of the project, description of work, relevant experience, project team, and project schedule. The consultant's fee schedule and labor rates were submitted in separate sealed envelopes and were reviewed after the rating process was completed. Raftelis Financial Consultants, Inc. received the highest point total and is the top-ranked consultant. Below is the summary of the firms that proposed including the ranking and fee:

Firm	Rank	Proposed Fee
Raftelis Financial Consultants	1	\$89,718
Water Resources Economics	2	\$88,259
RDN	3	\$104,600

Raftelis Financial Consultants, Inc. showed a thorough understanding of the project scope and challenges involved, had the most relevant local experience with this type of project, understood the requirements, and proposed a reasonable fee. They are also familiar with the City of Orange through the completion of a previous water and sewer rate study. Therefore, staff recommend that Raftelis Financial Consultants, Inc. be awarded an agreement in the amount of \$89,718.

7. ATTACHMENTS

- Rating Summation
- Agreement with Raftelis Financial Consultants, Inc.



Agenda Item

Orange City Council

Item #: 3.4.

7/28/2026

File #: 26-0378

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

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2. SUMMARY

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3. RECOMMENDED ACTION

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4. FISCAL IMPACT

The expense for this agreement is \$89,718 and will be funded through Water (600):
600-5802-55101- Professional/Technical Service

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

In 2022, the City conducted a comprehensive rate study for the Water and Sewer (Sanitation) Funds to ensure the adequacy of revenue for maintenance and operations. Utilizing the public noticing process, the City Council established water and sewer rates through January 1, 2027. Due to continually escalating wholesale water supply costs, the effects of the groundwater treatment systems, ongoing water conservation impacts, and escalating capital improvement and maintenance costs, the City needs to update its financial analysis of the City's Water and Sewer Funds to ensure a balance between revenues and expenditures, while maintaining reasonable fund reserves for emergency purposes. These analyses will show if a rate adjustment is needed for a five-year period, to be commenced as early as January 2028. Pursuant to Proposition 218, any proposed increase cannot exceed the City's estimated reasonable cost of providing water and sewer service.

As a part of the study, the consultant is to provide the City with financial, economic, and general consulting services in the areas of rate-setting, revenue requirement analyses, cost-of-service studies, rate design, financial planning and budgeting, and related services. Work on the project is

anticipated to begin in August 2026 and to be completed by March 2027.

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7. ATTACHMENTS

- Rating Summation
- Agreement with Raftelis Financial Consultants, Inc.

RATING SUMMATION FOR WATER & SANITATION RATES STUDY

FIRM	Cost	Hours	Rater	Overview and Understanding of Project (15 pts)	Relevant of Experience (30 pts)	Description of work (25 pts)	Project Team (20 pts)	Schedule & Progress Activity (10pts)	Total (100 pts)	Rank
Raftelis	\$ 89,718.00	306	1	15	30	25	20	8	98	
Raftelis			2	5	30	25	20	8	88	
Raftelis			3	15	30	25	20	8	98	
								Total=	284	1
Water Resources Economics	\$ 88,259.00	412	1	15	25	25	19	7	91	
Water Resources Economics			2	10	20	15	15	5	65	
Water Resources Economics			3	15	28	23	18	8	92	
								Total=	248	2
RDN	\$ 104,600.00	388	1	13	25	23	18	9	88	
RDN			2	10	20	20	10	9	69	
RDN			3	12	24	23	16	8	83	
								Total=	240	3
Black & Veatch	Did not submit proposal due to workload									
Black & Veatch										
Black & Veatch										

PROFESSIONAL SERVICES AGREEMENT
[Water and Sanitation Rate Study Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made at Orange, California, on this _____ day of _____, 2026 (the “Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and RAFTELIS FINANCIAL CONSULTANTS, INC., a North Carolina corporation (“Contractor”), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City’s business and City relies on Contractor’s representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed EIGHTY-NINE THOUSAND SEVEN HUNDRED EIGHTEEN DOLLARS and 00/100 (\$89,718.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this

Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. Time of Completion. Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. Time Is of the Essence. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. Reserved.

13. Delays and Extensions of Time. Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. Products of Contractor. The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions 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, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and 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, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the “Indemnitees”) entirely harmless from all liability arising out of:

(1) Any and all claims under workers’ compensation acts and other employee benefit acts with respect to Contractor’s employees or Contractor’s subcontractor’s employees arising out of Contractor’s work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees’ status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City’s property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep

such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with

this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the “records”) pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor’s records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days’ notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a “public works,” as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor’s employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor’s employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

Raftelis Financial Consultants, Inc.
611 Wilshire Boulevard, Suite 900
Los Angeles, CA 90017
Attn.: Steve Gagnon

Telephone: 213-262-9308
E-Mail: sgagnon@raftelis.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Sonny Tran

Telephone: 714-288-2497
E-Mail: stran@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

"CONTRACTOR"

RAFTELIS FINANCIAL CONSULTANTS,
INC., a North Carolina corporation

*By: Steve Gagnon
Printed Name: STEVE GAGNON
Title: Vice President

*By: Christine McIntyre
Printed Name: Christine McIntyre
Title: CFO

"CITY"

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Connor Hyland
Senior Assistant City Attorney

- *NOTE:** City requires the following signature(s) on behalf of the Contractor:
- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
 - The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

X \

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

RAFTELIS FINANCIAL CONSULTANTS,
INC., a North Carolina corporation

*By: _____
Printed Name: _____
Title: _____

*By: _____
Printed Name: _____
Title: _____

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Connor Hyland
Senior Assistant City Attorney

- *NOTE:**
- City requires the following signature(s) on behalf of the Contractor:
(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
 - The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

X√

EXHIBIT “A”

SCOPE OF SERVICES

[Beneath this sheet.]

PROJECT APPROACH

Project Approach

A SUMMARY OF OUR SCOPE OF WORK IS AS FOLLOWS:

1. Hold a kick-off meeting to understand main concerns
2. Analyze customer data, which we will use to project revenue in the financial planning process and allocate costs to customers in the cost-of-service analysis
3. Prepare a financial plan that projects all expenses and revenues to assess future revenue needs
4. Perform a cost-of-service analysis, which allocates the City's costs to customer classes
5. Calculate rates for water and sanitation and survey surrounding agencies' water and sanitation, single-family water bills
6. Present or assist staff in presenting results to council, which includes a public hearing
7. Prepare draft and final reports

Task 1: Project Initiation, Management, and Kick-Off

Initial Data Request

Raftelis will submit a comprehensive data request seeking information needed to complete the study. We will come prepared with questions if we receive this data before the kick-off meeting.

Project Kickoff Meeting

A kick-off meeting helps orient the project. Topics will include:

- Discussing project drivers
- Acquainting staff with our project team
- Identifying areas of concern or key issues and confirming study goals and objectives
- Finalizing the work plan and schedule
- Discussing rate objectives
- Discussing the data request and any additional data requirements
- Points of contact and communications protocols

Quality Assurance/Quality Control (QA/QC)

Quality assurance/quality control (QA/QC) is performed at two project milestones: 1) at the completion of the financial plan and 2) after the completion of the cost-of-service and rate design. Our QA/QC procedure is as follows:

1. **Built-In Model Checks:** The model will have several built-in checks to ensure that all expenditures are included. The built-in checks include: 1) ties to the client's total operating budget; 2) a revenue requirement check to ensure rates are collecting the right amount of revenue derived from the financial plan; and 3) a revenue proof to ensure rates are designed to collect the total revenue requirement.
2. **Project Manager Review:** The Project Manager reviews each model worksheet at each project milestone.
3. **Senior Consultant Review:** A Senior Consultant, who is not involved with the project, performs a complete model review. This review includes both modeling integrity and adherence to common rate setting practices. We use an analyst not involved with the project to provide a fresh perspective.

In addition, Raftelis has a 40-point checklist for QA/QC to check the most common modeling oversights. A portion of the checklist is shown below. Raftelis does not do external quality reviews. With the depth of more than 180 consultants, we are confident in our ability to provide QA/QC internally.

Item	Worksheet	Review Step
1	Revenue	Confirm the rates are bimonthly or monthly
2	Revenue	Confirm the latest rates are in the model
3	Revenue	Is calculated revenue within 1 to 2 % of actual revenue?
4	Revenue	Check revenue from year-to-year, does it vary much?
5	Revenue	Do any one-time revenue items need to be removed like sale of assets?
6	O&M	Does the total O&M entered for a particular year tie back to the source document? If not, are you clear why not?
7	O&M	Has depreciation been removed?
8	O&M	Are there any capital items in the budget that need to be removed so as not to double count.
9	O&M	If debt is shown in the budget, is it also in the debt sheet?
10	O&M	Review the year-to-year changes in O&M expenses, is there a big change in one year, if so, why?
11	O&M	Water purchase costs - do they tie back to actuals for a year?
12	O&M	Are calculated water purchase costs close to the budget for years that have a water purchase cost budget?

PLANNED MEETINGS:

- One virtual kick-off meeting

DELIVERABLES:

- Pre-kick-off meeting data request
- Kick-off meeting agenda and meeting minutes

Task 2: Water and Sanitation Financial Plan

Revenue Calculation

After obtaining the City's historical billing data, we will recalculate the City's revenue by multiplying fixed charges by the number of accounts and volumetric use by rates. This confirms that we have the correct number of accounts and water use with which to calculate rates. Other consultants often skip this confirmatory step.

Financial Plan

Raftelis will prepare a 7- to 10-year financial plan model in excel to establish multi-year revenue needs. We will project revenue and expenses so that we can assess if revenue is adequate. Expense projections will be based on current operating and capital budgets, reserve funding needs, and debt service, as applicable. Revenue projections will be based on estimated water consumption, and rates/charges. City staff can adjust expenses and revenue to see the effect on financial health.

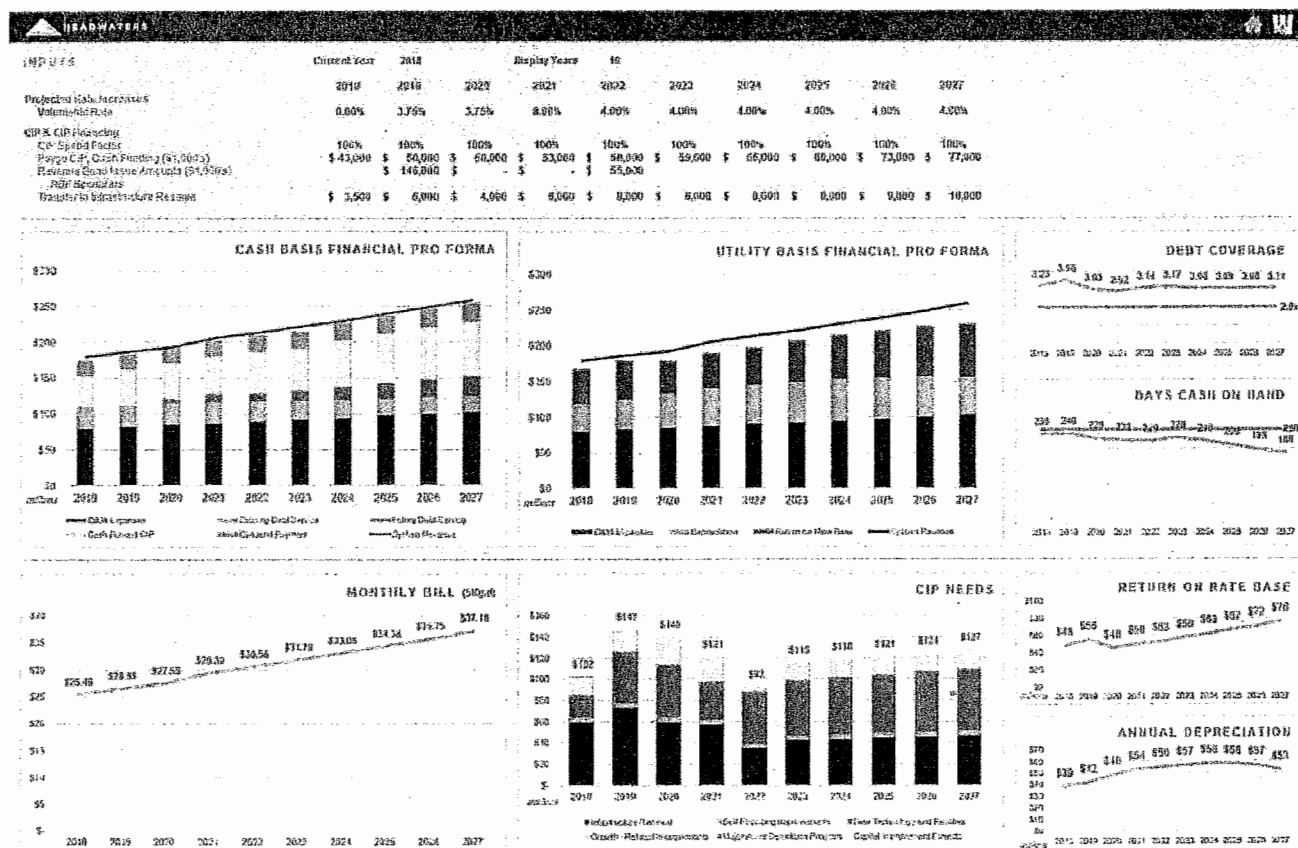
Our models include a dashboard and incorporate the following:

- Flexibility to change assumptions such as water sales, CIP levels, and revenue adjustments
- Error flagging of results such as failure to meet debt coverage, unmet reserve targets, etc.
- Financial metric displays (i.e., operating reserve, debt service coverage, reserve levels)
- Sensitivity analysis that can be viewed immediately

Our model allows the client to analyze different capital investments or other scenarios. The dashboard has proven particularly useful when making presentations to staff or sometimes policymakers by allowing them to appreciate the impacts of their decisions instantly. The figure below shows an example of a typical model dashboard that we developed.

Future Water Volumes

Revenue projections will be based on future water volumes sold. We will discuss reasonable water sales in light of California's Making Water Conservation a Way of Life water use standards and recent water use trends. It is important to be conservative because an agency can always lower rates if sales volumes (revenue) are higher than expected, but it cannot increase rates beyond what has been already shown in the public notice.



Raftelis will develop a customized financial model incorporating a dashboard to allow you to run scenarios and see the impacts in real time easily. A sample dashboard that we developed for another project is shown above.

PLANNED MEETINGS:

- Two virtual meetings to review the Financial Plan

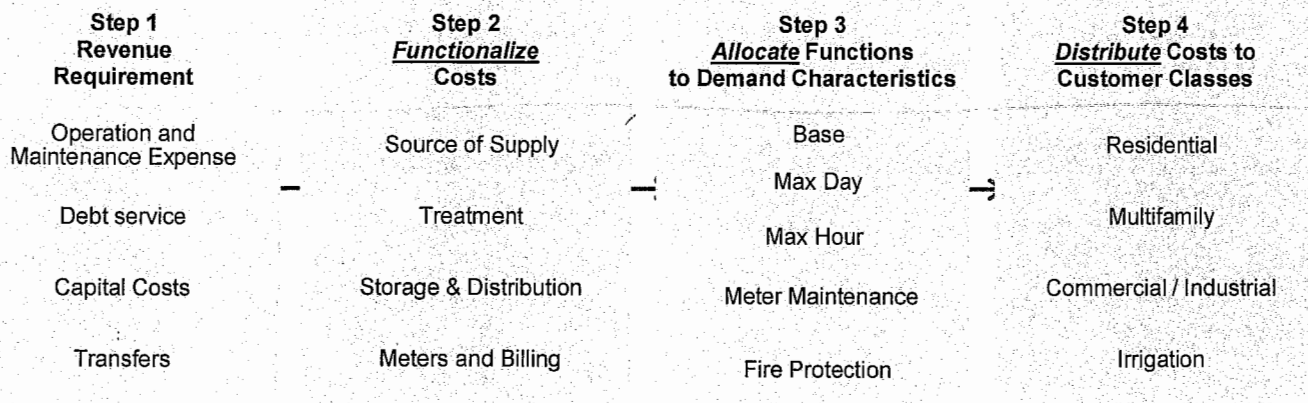
DELIVERABLES:

- Financial Plan model in Microsoft Excel

Task 3: Water and Sanitation Cost-of-Service Analysis

Figure 2 illustrates the water cost of service process. We follow guidelines from the American Water Works Association Manual M1 for water. For wastewater, we follow the Water Environment Federation Manual 27. The cost-of-service analysis provides rate defensibility considering Proposition 218 and determines the total cost to serve each customer class, as shown in the Step 4 box of Figure 2 below.

Figure 2: Water Cost-of-Service Process



PLANNED MEETINGS:

- One virtual meeting if needed

DELIVERABLES:

- Water and sanitation cost-of-service in Microsoft Excel

Task 4: Water and Sanitation Rate Calculation

Proposed Rates and Rate Structure Alternatives

Raftelis will calculate water and sanitation rates for a five-year period, the maximum period allowed by Proposition 218. Proposition 218 will inform our rate calculations.

Though we don't believe recent court cases will affect the City's rates, we will discuss recent Otay, San Diego and LA DWP court cases.

Customer Bill Impact Calculations and Rate Survey

Raftelis will prepare graphs and/or tables to calculate the bill impacts to each customer class from the new water and sanitation rates. We will show the bill impacts for low, average, and high users. We will research bills for at least 7 neighboring agencies. The City likely has neighboring cities it tends to compare itself to – we will include those per the City's direction.

PLANNED MEETINGS:

- Two virtual meetings to discuss the rates

DELIVERABLES:

- Rate calculations in Microsoft Excel
- Comprehensive customer bill impacts for all three utilities
- Rate and bill survey for neighboring cities/agencies

Task 5: Two City Council Presentations or Support Staff During Presentations

We have assumed two on-site City Council presentations. Staff has historically presented, however, at Staff direction we can present or be present to support staff. We have included time to prepare two presentations summarizing study results and the need for revenue increases. We anticipate the first City Council meeting to put forth study results and solicit feedback from council and/or the public. We will incorporate Council feedback from the first presentation into the rate study and present at a second meeting where we will seek Council direction to proceed with the public hearing. We will share the presentation with Staff and incorporate Staff comments.

PLANNED MEETINGS:

- Attendance at two on-site City Council meetings

DELIVERABLES:

- PowerPoint Presentations

Task 6: Draft and Final Rate Study Reports

Raftelis will prepare a draft report including an executive summary. The report will discuss the financial plan assumptions and walk readers through the complete rate derivation. Raftelis will incorporate City staff and attorney comments into the final version.

PLANNED MEETINGS:

- Virtual meetings as needed to discuss reports

DELIVERABLES:

- Draft Water and Sanitation Rate Study Report
- Final Water and Sanitation Rate Study Report

Task 7: Proposition 218 Public Hearing Attendance & Presentation

At Staff's direction, Raftelis can prepare a presentation and present study results at a public hearing or simply attend for Staff support. Raftelis has presented at more than 50 public hearings and is skilled at clearly and concisely explaining the need for rate increases and the risks of inaction. Presentation materials will be provided to the city leadership team for review and comment.

MEETINGS:

- Two virtual meetings to prepare for the Proposition 218 process
- One in-person presentation for the public hearing

DELIVERABLES:

- Proposition 218 presentation in Microsoft PowerPoint

Optional Services

These optional services were not requested in the RFP. However, they can increase rate acceptance, reduce staff workload, and help assess future capital needs.

Community Outreach Open Houses

Engaging the community equitably, to hear and understand their needs and concerns, is integral to building awareness and support for investing in the City's utilities and rate adjustments. Benefits of effective outreach and public participation during the rates' study process include community acceptance of rate changes, enhanced credibility with stakeholders and policymakers, and increased awareness about the need for utility investments. Raftelis offers specialized communication outreach support for which we are prepared to provide at any level desired. We can provide significant value all along the spectrum from low to high. A higher level of support could mean developing a strategic communications and outreach plan on your behalf or designing a robust suite of supporting communications tools, like bill inserts, postcard mailers, FAQs, infographics, fact sheets, and explainer videos.

Optional engagements for the City to consider are in-person community open houses to inform the public of the reasons for rate changes. Our strategic communications subject matter expert, Gina DePinto, APR (Accredited in Public Relations), would plan and coordinate the outreach events with City staff. We recommend offering at least two community open house events to be held at appropriate community locations and potentially virtually. Open houses allow convenient, one-on-one communication with customers in a low-conflict setting, ensuring that customers can answer their questions while City staff benefit from listening to community feedback. As proposed, we recommend two in-person community open houses.

Proposition 218 Notice

While requirements of Proposition 218 notifications are easy to satisfy, too many utilities miss the opportunity to strategically educate and inform ratepayers of the necessary investment and value in the essential services the City delivers. Raftelis has designed countless Proposition 218 notifications that go beyond the minimum dictated by statute to deliver visually appealing pieces that customers want to read. Raftelis' in-house strategic communications can prepare proposed rate adjustment notices for mailing within the required 45-day noticing period prior to holding the public hearing. Once the Notice arrives in mailboxes, City customers will be properly notified, and hopefully understand and accept the City's need to adjust rates and be more likely to support rate adjustments.

Once the content passes the City's legal review, Raftelis' in-house graphic design team will match the City's established brand guidelines and flow the content into an attractive design that will encourage your customers to read the information and have a broader understanding of the issues. Our pricing includes the development of a print-ready PDF in two languages, excluding the cost of translation. If the City does not have access to the services of a certified translator, Raftelis can recommend and coordinate translation.

Raftelis will deliver final press-ready documents for the City to print and mail to all parcel owners and customers of record. Please note that Raftelis does not undertake preparing the mailing list or the printing and mailing. The City is in the best position to compile property owners and customer account addresses and know which ones are duplicate or should be deleted. The City likely has a printer it works with, otherwise Raftelis can provide recommendations for printers that many of our California clients use to successfully print and mail the Proposition 218 public notices.

AB2257 Objection Support

AB2257 is called exhaustion of administrative remedies. It was created to give a legislative body the right to discover and remedy concerns regarding Proposition 218. AB2257 is a process that runs alongside the Proposition 218 process and gives the public the right to submit objections. Objections are different from protests in the sense that objections specify a reason why the rates do not adhere to Proposition 218. A protest is simply a statement that one is against the rate increase and does not require a specific legal basis. If AB2257 is implemented, the City must reply to all objections and summarize the objections and responses at Council meeting. Raftelis can help respond to one or two objections as part of the above scope. However, if the City implemented AB2257 and received numerous objections, we would submit a proposal to support staff in answering objections. City staff and the City attorney would review and complete the responses.

Capital Improvement Plan Review and Development

Raftelis has subject-matter experts in water and sanitation capital project development who can review your CIP and prepare probable CIP estimates if the City does not have a fully developed CIP. We recently performed similar work for the City of El Monte, CA, and helped them develop a 5-year CIP.

We would:

1. Review the City's water and sanitation capital improvement plans and master plans to understand project scopes, budgets, and fact sheets. We will discuss the projects with staff to understand details, confidence in project budgets, risks, gaps in needed projects, and whether projects will achieve the desired outcomes.
2. Review the City's current regulatory requirements and determine if the proposed capital projects meet the City's regulatory short—and long-term obligations. If gaps are identified, recommendations will be provided to close them.
3. Identify potential opportunities to reduce project costs or more cost-effectively achieve regulatory compliance and growth needs. Then, the next steps will be recommended to achieve those cost savings.
4. Identify if projects have the necessary mix of asset management (renewal of existing assets) and new asset construction to meet WEF and AWWA utility best practices, metrics, and the City's objectives and level of service. For example, is system asset renewal targeting 1% of the system's annual renewal rate? If not, should asset renewal be increased to meet this rate? If yes, identify the opportunities and costs to ramp up over time to increase asset renewal. This approach can also help prioritize asset renewal projects over new construction to meet growth needs and regulatory obligations.
5. Review the CIP and City's Asset management program for technology and software needs. For example, should future CIPs include improvements to existing GIS, maintenance management software, and/or financial information systems to address the existing and planned new assets? If yes, discuss exact needs with staff and develop appropriate costs to include in the short-term and long-term CIPs.

Schedule

Raftelis will complete the scope of services within the timeframe shown in the schedule below, assuming a notice-to-proceed by the beginning of July 2026, timely receipt of necessary data, and the ability to schedule meetings as necessary. Project completion is estimated for May 2027.

TASKS	Jul 2026	Aug 2026	Sep 2026	Oct 2026	Nov 2026	Dec 2026	Jan 2027	Feb 2027	Mar 2027	Apr 2027	May 2027
1. Project Initiation, Management, and Kick-off	NTP		●								
Raftelis Receives All Data		●									
2. Water and Sanitation Financial Plan				●							
3. Water and Sanitation Cost of Service Analysis											
4. Water and Sanitation Rate Calculation					● ●	● ●					
5. Two City Council Presentations							●	●			
6. Draft & Final Rate Study Reports					●			●			
City Mails Public Notice								●			
7. Public Hearing Attendance & Presentation										●	

- In-person Meetings
- Web Meetings
- Deliverables
- Raftelis Receives City Data
- Public Notice



Agenda Item

Orange City Council

Item #: 3.5.

7/28/2026

File #: 26-0418

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Adam Jevenc, Chief of Police

1. SUBJECT

Agreement with the State of California, Department of California Highway Patrol for the Cannabis Tax Fund Program for Fiscal Year 2026-2027

2. SUMMARY

Funding for the Cannabis Tax Fund Grant Program is being awarded in the amount of \$330,997.68 to augment officer education and training programs that reduce and mitigate the impacts of impaired driving.

3. RECOMMENDED ACTION

1. Approve the agreement with the State of California, Department of California Highway Patrol in the amount of \$330,997.68 for the Cannabis Tax Fund Grant Program; and authorize the City Manager and City Clerk to execute on behalf of the City.
2. Adopt Resolution No. 11712. A Resolution of the City Council of the City of Orange accepting funds in the amount of \$330,997.68 from the State of California Highway Patrol for the Cannabis Tax Fund Grant Program, and authorizing the City Manager to execute the grant program Agreement and related documents.
3. Accept into the City's General Fund (100) revenue budget \$330,997.68 in grant funds from the State of California, Department of California Highway Patrol to:
100-4141-43299-274028-43- State-Other CTFGP FY 26-27
4. Authorize the appropriation of \$330,997.68 to General Fund (100):
100-4141-51001-274028-10- Regular Salaries Safety-CTFGP \$40,000
100-4141-51003-274028-10- Overtime Safety-CTFGP \$288,650.18
100-4011-57101-274028-20- Local Training-CTFGP \$2,347.50

4. FISCAL IMPACT

There is no direct fiscal impact to the City. The additional revenue received from the State of California, Department of California Highway Patrol will fund the expense for this program.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

6. DISCUSSION AND BACKGROUND

Proposition 64, The Control, Regulate and Tax Adult Use Marijuana Act, was approved by voters in 2016. The measure legalized the adult use of marijuana for individuals 21 years of age and older and established a regulatory framework governing the cultivation, distribution, sale, and use of cannabis. The Act also provides funding to support public safety efforts by requiring the State to allocate Cannabis Tax Fund revenues to the California Highway Patrol (CHP) for grants to local law enforcement agencies focused on education, prevention, and enforcement of impaired driving laws.

In February 2026, the Police Department submitted an application for funding through the Cannabis Tax Fund Grant Program (CTFGP). The application was conditionally approved for an award of \$330,997.68 for Fiscal Year 2026-2027 (FY27). The CTFGP is a reimbursement-based grant that will fund impaired driving enforcement operations, officer training, and public education initiatives designed to enhance the department's ability to identify and address drug and alcohol impaired drivers.

Grant funded objectives for FY27 include:

- Hosting two Standard Field Sobriety (SFST) training courses for up to 10 officers per course
- Hosting two Advanced Roadside Impaired Driving Enforcement (ARIDE) training courses for up to five officers per course
- One officer to attend a Drug Recognition Expert (DRE) course
- One officer to attend an SFST Instructor course
- Hosting one DRE Recertification course for up to four officers
- Conduct 30 DUI Saturation patrols

Acceptance of the CTFGP award will provide the Department with the necessary funding to support specialized training and impaired driving enforcement activities throughout FY27, enhancing officer capabilities and promoting roadway safety within the community.

7. ATTACHMENTS

- CTFGP Agreement No. 30870
- Resolution No. 11712



Agenda Item

Orange City Council

Item #: 3.5.

7/28/2026

File #: 26-0418

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Adam Jevic, Chief of Police

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7. ATTACHMENTS

- CTFGP Agreement No. 30870
- Resolution No. 11712

1. GRANT TITLE FY26/27 CTFGP Law Enforcement - Orange Police Department	
2. NAME OF ORGANIZATION/AGENCY Orange Police Department	
3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT Orange Police Department/Field Services Division/Traffic Bureau	
4. PROJECT PERFORMANCE PERIOD From: 07/01/2026 To: 06/30/2027	5. PURCHASE ORDER NUMBER
6. GRANT OPPORTUNITY INFORMATION DESCRIPTION Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products. The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.	
7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED \$330,997.68	
8. TERMS AND CONDITIONS The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference. The parties hereto agree to comply with the Terms and Conditions of the following attachments: • Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure • Schedule B – Detailed Budget Estimate • Schedule B-1 – Budget Narrative We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions. IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.	
9. APPROVAL SIGNATURES A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY Name: Jared Hildenbrand Title: City Manager Phone: (714) 744-2222 Address: 300 East Chapman Avenue Orange, CA 92866 E-Mail: jhildenbrand@cityoforange.org _____ (Signature) _____ (Date)	B. AUTHORIZED OFFICIAL OF CHP Name: Elliotte Johnson Phone: (916) 843-4360 Title: Captain Fax: (916) 322-3169 Address: 601 North 7th Street Sacramento, CA 95811 E-Mail: ElJohnson@chp.ca.gov _____ (Signature) _____ (Date)
C. ACCOUNTING OFFICER OF CHP Name: M. V. Fojas Phone: (916) 843-3531 Title: Commander Fax: (916) 322-3159 Address: 601 North 7th Street Sacramento, CA 95811 E-Mail: Michelle.Fojas@chp.ca.gov _____ (Signature) _____ (Date)	10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS Name: Hilda Montoya Title: Senior Administrative Analyst Phone: (714) 744-2222 Address: 300 East Chapman Avenue Orange, CA 92866

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.
2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.
3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.
4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.
5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.
2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.
3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.
4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.
5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

TERMS AND CONDITIONS

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.
 - a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee's control which would excuse the Grantee's performance as a matter of law.
 - b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.
2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.
3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.
4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

TERMS AND CONDITIONS

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation, and employee assistance programs.
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the Project will:
 - i. Receive a copy of the company's drug-free workplace policy statement.
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.
2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:
 - a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

TERMS AND CONDITIONS

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:
 - a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.
 - b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.
 - c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.
 - d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

TERMS AND CONDITIONS

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency with delegated signing authority.
2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.
2. Current State Employees:
 - a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.
 - b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.
3. Former State Employees:
 - a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.
 - b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.
4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

TERMS AND CONDITIONS

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.
6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.
7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.
8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.
2. Law Enforcement Projects:
 - a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.
 - b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

Orange Police Department

The Grantor determined awards and adjustments based on the Project's merit, operational scale, compliance with the Request for Application (RFA), and program regulations. Certain activities or budget items proposed in Schedule A may have been deemed ineligible for funding. The final, binding list of authorized activities and expenses is set forth in Schedule B - Detailed Budget Estimate.

Project Description

During 2025, DUI as a "primary collision factor" dropped from #2 to #3 when compared to 2024 statistics. This would not have been possible without our aggressive enforcement efforts and increased activity by our SFST/ARIDE/DRE trained officers. To highlight the department's commitment to keeping our roadways safe, our agency effected 513 DUI arrests in 2025. This has been the result of aggressive enforcement targeting impaired driving, but also due to our self-funded full-time DUI enforcement officer. These efforts are made possible by grant related activities funded by OTS and the CHP "Cannabis" grants. '

The OPD was awarded 24 DUI saturations through the 24/25 CHP "Cannabis" grant. For the 25/26 cycle, we are requesting 30 DUI Saturations so we may maintain our high-level enforcement efforts. These operations will be imperative in the absence of our previously mentioned dedicated DUI enforcement unit, which is vacant at this time.

The training of our police officers is an essential component of our plan to reduce traffic-related injuries and deaths in the City of Orange. SFST, ARIDE, and DRE training are crucial elements of this plan. Providing training to officers will equip them with the necessary skills to keep the community safe. With an influx of new officers to our agency due to attrition and other staffing factors, we intend to host (2) SFST courses immediately followed by (2) ARIDE courses during the proposed grant cycle. Additionally, we intend to host (1) DRE Recertification course to maintain our experienced DRE cadre. We will send (1) qualified officer to SFST Instructor school. IACP IDTS conference and backfill listed in budget.

Problem Statement

The City of Orange is the seventh largest city in Orange County and 43rd in the state. With a population of approximately 140,000, it serves as an integral component of the county's transportation infrastructure supporting five major freeways, a Metrolink railroad terminal and the 241/261 Eastern Transportation Corridor. The Orange Traffic Study of 2024 identified an average vehicle flow of approximately 3,531,322 trips daily, which was a 2.4% increase from 2022.

The City of Orange experienced 14 fatal traffic collisions in 2022, 9 in 2023, and 5 in 2024. In 2025, the Orange Police Department investigated 6 fatal traffic collisions, with only one of those being DUI-related. These results would most likely be much larger given the increase in traffic flow had it not been for our aggressive impaired driving efforts and increased activity by certified DRE, ARIDE and SFST trained officers. The overall goal is to continue to reduce the number of victims impacted by impaired drivers and other traffic related offenses, which can be accomplished by providing essential training within the department and throughout the county. The primary concern is that of impaired drivers and their impact on society. It remains evident, year after year, that our grant funded DUI/DUID enforcement efforts are having a positive impact.

A growing concern for the community is the development and expansion of Chapman University. The University has aggressively expanded their footprint to include many new off-sight satellite campuses located throughout the downtown area. Recreational cannabis uses amongst students statewide, with limited public education regarding the effects of impairment, lends itself to an increase of DUI crashes.

Chapman University hosts a wide variety of events in and around their campuses, most notably at the Musco Center for the Arts. Additionally, the City of Orange opened a multi-level free parking structure adjacent to Chapman University and the downtown area which holds more than 600 vehicles. The parking structure serves to accommodate the continuously evolving downtown area. Old Towne Orange, once known for antique and specialty shops, has now become a robust entertainment district featuring fine dining restaurants, multiple bars and coffee houses. These prominent locations have significantly increased the amount of vehicle traffic in the downtown area, which has also led to an increase in DUI related crashes and arrests.

Schedule A

In addition to our downtown area, the City of Orange holds a large outdoor shopping mall, The Outlets of Orange. Filled with retail stores, The Outlets offer several restaurants and businesses licensed for the sale of alcohol. Traffic is impacted in the area daily, as the mall is a popular shopping and entertainment experience for residents and tourists visiting nearby theme parks. Also in proximity to The Outlets is Angel Stadium and the Honda Center. While those venues are situated outside of our city limits, they are both located within one-quarter mile of our border and contribute to a considerable increase for vehicular and pedestrian traffic. Patrons park their vehicles in various areas around the adjoining businesses and neighborhoods to avoid paying the parking fee at the venues. During these event periods, there is heavy pedestrian and vehicle traffic in and around the areas of Katella and Orangewood. The events held at these venues contribute to an increase of intoxicated pedestrians, bicyclists and motorists in the city.

Public awareness is key to voluntary compliance of the law. High visibility and public awareness efforts are essential to reducing traffic collisions. Having the ability to deploy teams of officers to conduct high visibility enforcement activity at locations with a high crash rate or a corridor known to have an increased density of DUI drivers, significantly raises awareness and could dissuade impaired drivers from entering the roadway. This could not be accomplished without CHP funding for new officer training and dedicated enforcement operations.

To accomplish these goals, the Orange Police Department is committed to reducing traffic related injuries and fatalities through an aggressive educational and enforcement campaign, targeting impaired/unlicensed drivers, repeat DUI offenders and other traffic related violators. To highlight the department's commitment to keeping our roadways safe, we made 513 DUI arrests in 2025. This was possible in part to our full-time DUI officer, but largely due to additional funds from the Office of Traffic Safety and the CHP "Cannabis" grant to conduct additional DUI saturations. Funding provided to send officers to SFST, ARIDE and DRE trainings has proven to increase the confidence of officers to conduct effective enforcement. For the first time in several years, our dedicated DUI enforcement unit is vacant due to staffing-related issues. While these issues will not affect our ability to staff regular saturation operations, we expect our arrest numbers to decrease until this position is staffed once again. The request for additional saturation operations will help offset this vacancy until it can be staffed, which we anticipate will occur sometime during this grant cycle.

For the 26/27 year, we are committed to conducting 30 OTS funded DUI saturations. The OPD is looking to increase the number of impaired drivers we remove from the roadway by requesting additional funding through the CHP "Cannabis" grant. These funds will allow the Orange Police Department to continue to be a leader in DUI enforcement and shows our commitment to keeping our roadways safe.

Performance Measures/Scope of Work (Proposed Solution)

The Orange Police Department plans to continue its efforts to expand SFST, ARIDE and DRE certified officers and training cadre. The department's ability to teach not only our own officers, but officers throughout Southern California, creates a synergistic atmosphere required to positively impact impaired driving. The OPD has always placed an emphasis on DUI training, only bound by our financial limitations. During our 26/27 grant cycle, we will host (2) SFST courses which will be open to outside agencies; we will train (10) OPD officers and (10) allied agency officers per course. We will also host (2) ARIDE courses which will be open to outside agencies; we will train (5) OPD officers and (15) allied agency officers per course. Additionally, we will host (1) DRE Recertification course which will also be open to outside agencies. We will recertify (4) OPD DRE's who are anticipated to expire during the grant cycle, and (10) outside agency officers. We are committed to sending (1) OPD officer to SFST Instructor school, which should satisfy the current needs of our training cadre, pending any future instructor departures. Due to natural attrition, the Orange Police Department expects to continually hire new officers for the next several years. These new officers will require SFST and ARIDE training. In providing the aforementioned training, the department is committed to working collaboratively with our regional partners to address the issue of impaired driving for the long term. To aid in our mission to provide training to our personnel and allied partners, we request the ability to backfill our officers as noted below, should it be necessary. The increased number of proficient officers investigating DUI's will assist us in working towards the goal of impacting impaired driving. The ongoing education of our current DRE's is important to the effectiveness of our program and success of our enforcement. We request the ability to send (3) DRE's to the IACP IDTS conference in Anaheim, CA. The cost would be minimal for this conference due to the location.

Schedule A

Finally, we request the ability to conduct an additional (30) DUI saturation operations during the 26/27 grant cycle. These operations will assist us with our goal of decreasing DUI collisions by 10% while increasing our overall DUI arrests by 5%, both of which can be measured on a quarterly basis. This will be imperative in the temporary absence of our dedicated DUI enforcement unit.

OBJECTIVES:

- Send (10) eligible Orange Police Department Officers to (2) OPD hosted SFST Training course on overtime, regular time, and/or hire backfill. (Estimated to be completed in Q1 & Q3)
- (4) Instructors to provide instruction for (2) SFST Training courses hosted by OPD on overtime, regular time, and/or hire backfill. (To be completed in Q1 & Q3)
- Send (5) officers to (2) OPD hosted ARIDE Training courses on overtime, regular time, and/or hire backfill. (Estimated to complete in Q2 or Q4)
- (2) Instructors to provide instruction for (2) ARIDE Training courses hosted by OPD on overtime, regular time, and/or hire backfill. (To be completed in Q2 & Q4)
- Send (1) eligible Orange Police Department officer to a DRE course on overtime, regular time, and/or hire backfill. (Including cost of field certifications) (Completed by Q4)
- Send (1) eligible Orange Police Department officer to SFST Instructor course on overtime, regular time, and/or hire backfill (Estimated completed by Q3)
- Send (4) DRE trained officers to (1) OPD hosted DRE recertification course on overtime, regular time, and/or hire backfill (Estimated to be completed by Q4)
- (2) Instructors to provide instruction for (1) OPD hosted DRE recertification course on overtime, regular time, and/or hire backfill. (To be completed in Q2)
- Conduct (30) DUI saturation patrols on overtime (Q1=7, Q2=7, Q3=8, Q4=8): AIM to increase DUI arrests by 5%
- Send (3) DRE trained officers to the upcoming IACP Impaired Driving and Traffic Safety Conference in Anaheim, CA from August 21, 2026, to August 23, 2026. (Including cost of training/registration -- **travel/lodging not needed due to regional proximity**)

Project Performance Evaluation

As part of our computer statistics crime and traffic program, internal quarterly presentations will be presented to OPD staff to evaluate overall effectiveness. The analysis of traffic collisions, including DUI collisions, will be presented. This will help us achieve our goals and evaluate the appropriate use of police resources.

The Orange Police Department staff will record and maintain statistics related to impaired driving arrests. Maintaining these statistics will allow the department to accurately report the effectiveness of our training and efforts or substantiate a need for additional training by in-house experts.

The Orange Police Department staff will keep any applicable notes as well as course/instructor evaluation documents over the duration of the grant period. These notes and evaluations will assist in proper record keeping and quality control. The review of these records will allow for adjustments to be made when necessary to provide the highest quality of training possible.

Program Sustainability

The Orange Police Department strives to become independent of federal funding in the future. This will be accomplished by building a cadre of highly trained DUI officers/instructors which will reduce the need to seek outside agency assistance. The OPD is already recognized within the Southern California region as a tenured training site for DUI enforcement. OPD officers have frequently topped the county-wide list of top performing DUI officers. Most recently, an OPD officer was recognized by Mothers Against Drunk Driving for earning the Triple Century and Top Cop awards in 2023 and 2024, as well as the Law Enforcement Leadership award in 2024. In 2025, the OPD arrested 513 impaired drivers. Although our overall arrests are down slightly from 2024, we did achieve a 33% reduction in DUI-related fatalities. This reduction is evidence of the aggressive enforcement efforts by our officers which has a positive impact in the community. This level of enforcement and expertise is not uncommon for our agency, and we aim to continue providing high quality trainings both internally and to allied agencies to aid in the reduction of impaired driving. Our sustainability is dependent on the immediate training of new OPD officers. Inherently, these officers are less capable of identifying and arresting impaired drivers. By offering SFST and ARIDE training to agencies free of charge, we can help assure more officers are able to receive the important and evolving information.

Schedule A

By conducting 30 DUI saturation patrols, these officers will be able to put into practice the skills they have learned in the SFST, ARIDE and DRE courses.

Administrative Support

The Orange Police Department staff will incorporate data collection throughout the project in order to evaluate program effectiveness. Staff to be involved in monitoring project progress will include a Traffic Lieutenant, Traffic Sergeant, Crime Analyst, and the Financial Analyst. The Orange Police Department will quantify its performance during the grant cycle by recording the number of Orange Police Department and outside agency employees who attend and successfully complete SFST courses we host.

The Orange Police Department has successfully managed and operated several traffic and DUI-related grants (OTS STEP) and has both the fiscal staff and resources to properly administer grant funds. Because of our agencies experience, there will be minimal need for training or other startup delays for this grant. The Orange Police Department administrative staff strongly supports our mission to stop impaired driving. All requested documentation and proof of proper fund use will be maintained and provided in a timely manner.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
30870	Orange Police Department	\$330,997.68

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs	Registration Fees	\$2,100.00
Category Sub-Total		\$2,100.00
Personnel	DRE Field Certification - Attend	\$3,054.92
	DRE Training - Attend	\$6,873.58
	SFST Instructor Training - Attend	\$5,078.00
	DRE Recertification - Attend	\$4,062.40
	DRE Recertification - Instruct	\$2,258.69
	ARIDE Training - Attend	\$15,274.62
	ARIDE Training - Instruct	\$9,034.78
	SFST Training - Attend	\$45,823.87
	SFST Training - Instruct	\$15,128.38
	Backfill	\$109,451.21
	DUI Saturation Patrol	\$112,609.73
Category Sub-Total		\$328,650.18
Travel	Conference Travel	\$247.50
Category Sub-Total		\$247.50
Grant Total		\$330,997.68

Schedule B-1 Budget Narrative

Orange Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Other Direct Costs

Registration Fees

\$2,100.00

2026 IACP Impaired Driving & Traffic Safety Conference 8/21-23, 2026 Anaheim, CA

3 Motor Officers x \$700 Registration = \$2,100

Personnel

DUI Saturation Patrol

\$112,609.73

30 DUI Saturations x 3 Motor Officers x 7 hours x OT/\$125 x 1.56% Benefit = \$79,978.50 &

30 DUI Saturations x 1 Sergeant x 7 hours x OT/\$153 x 1.56% Benefit = \$32,631.23

Backfill

\$109,451.21

OT for Backfill \$107,770 x 1.56% Benefit = \$109,451.21

20 Officers for SFST Training, 24 hrs x 20 officers = \$60,000, 10 Officers for ARIDE Training, 16 hrs x 10 officers = \$20,000, 1 officer for DRE Training (classroom + field certification), 104 hrs x 1 officer = \$13,000, 4 officers for DRE Recertification Training, 8 hrs x 4 officers = \$4,000.

SFST Training - Instruct

\$15,128.38

Day 1 & 2 of instruction - 2 instructors for (8hrs x 2days) 16 hours each. 1 Sergeant x 16 hours x OT/\$153 = \$2,448 & 1 Motor Officers x 16 hours x OT/\$125 = \$2,000 = \$4,448. Day 3 (Wet Lab) 4 instructors for 8 hours each. 1

Sergeant x 8 hours x OT/\$153 = 1224 & 3 Motor Officers x 8 hours x OT/\$125 = \$3,000. TOTAL COST PER COURSE \$7,448 x 1.56% Benefit = \$7,564.19 x 2 Courses = \$15,128.38

ALL INSTRUCTORS MUST HAVE CURRENT CERTIFICATION; ALL STAFF MUST BE INSTRUCTING THE CLASS AND MAY ONLY CHARGE TIME FOR THE PORTION INSTRUCTING.

SFST Training - Attend

\$45,823.87

Reg or OT budgeted at OT rate to attend 2 SFST Courses: 10 Officers x 24 hours x OT/\$94 x 1.56% Benefit x 2 Courses = \$45,823.87

ARIDE Training - Instruct

\$9,034.78

Reg or OT budgeted at OT rate to Instruct 2 ARIDE courses: 1 Sergeant x 16 hours x OT/\$153 x 1.56% Benefit x 2 Courses = \$4,972.38 & 1 Motor Officer x 16 hours x OT/\$125 x 1.56% Benefit x 2 Courses = \$4,062.40

ALL INSTRUCTORS MUST HAVE CURRENT CERTIFICATION, ALL STAFF MUST BE INSTRUCTING THE CLASS AND MAY ONLY CHARGE TIME FOR THE PORTION INSTRUCTING.

ARIDE Training - Attend

\$15,274.62

Reg or OT budgeted at OT rate to attend 2 ARIDE courses: 5 officers x 16 hours x OT/\$94 x 1.56% Benefit x 2 Courses = \$15,274.62

Schedule B-1 Budget Narrative

Orange Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

DRE Recertification - Instruct

\$2,258.69

Reg or OT budgeted at OT rate to instruct 1 DRE Recert course: 1 Sergeant x 8 hours x OT/\$153 x 1.56% Benefit = \$1,243.09 & 1 Motor Officer x 8 hours x OT/\$125 x 1.56% Benefit = \$1,015.60

ALL INSTRUCTORS MUST HAVE CURRENT CERTIFICATION; ALL STAFF MUST BE INSTRUCTING THE CLASS AND MAY ONLY CHARGE TIME FOR THE PORTION INSTRUCTING.

DRE Recertification - Attend

\$4,062.40

Reg or OT budgeted at OT rate to attend 1 DRE Recertification course: 4 Motor Officers x 8 hours x OT/\$125 x 1.56% Benefit = \$4,062.40

SFST Instructor Training - Attend

\$5,078.00

Reg or OT budgeted at OT rate to attend SFST Instructor Course: 1 Motor Officer x 40 hours x OT/\$125 x 1.56% Benefit = \$5,078

DRE Training - Attend

\$6,873.58

Reg or OT budgeted at OT rate to attend 1 DRE Course: 1 Officer x 72 hours x OT/\$94 x 1.56% Benefit = \$6,873.58

DRE Field Certification - Attend

\$3,054.92

Reg or OT budgeted at OT rate to attend Field Certification: 1 Officer x 32 hours x OT/\$94 x 1.56% Benefit = \$3,054.92

Travel

Conference Travel

\$247.50

2026 IACP Impaired Driving & Traffic Safety Conference 8/21-23, 2026, Anaheim, CA

3 Motor Officers: LUNCH ((14.25+14.25+19) *3), PARKING:(35*3)

CITY TO CITY IS 7.3 MILES ONE WAY

RESOLUTION NO. 11712

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE ACCEPTING FUNDS IN THE AMOUNT OF \$330,997.68 FROM THE STATE OF CALIFORNIA HIGHWAY PATROL FOR THE CANNABIS TAX FUND GRANT PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT PROGRAM AGREEMENT AND RELATED DOCUMENTS.

WHEREAS, the City of Orange (City) is interested in participating in the Cannabis Tax Fund Grant Program (“the Grant Program”), which is made available through the Control, Regulate and Tax Adult Use of Marijuana Act of 2016, or Proposition 64, and administered by the California Highway Patrol to support local law enforcement for education, prevention and enforcement of impaired driving laws in the City; and

WHEREAS, following the City’s submittal of Grant Program application to the California Highway Patrol, the City was awarded \$330,997.68 in grant funds (“Grant”); and

WHEREAS, the City is familiar with and willing and able to comply with each of the terms, conditions and limitations imposed upon the City pursuant to the Grant in implementing education, prevention and enforcement of impaired driving laws in the City; and

WHEREAS, in order to be considered eligible to receive Grant Program funding, the City must adopt a Resolution accepting the award and execute the required documents in relation thereto.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Orange as follows:

1. The submission of the application for the Grant Program funding on behalf of the City is hereby ratified and approved.
2. The City of Orange hereby accepts an award in the amount of \$330,997.68 from the California Highway Patrol for the Grant Program.
3. The City hereby agrees to comply with each and all of the terms, conditions and limitations imposed by the Grant Program.
4. The City Manager is hereby authorized and directed, on behalf of the City, to execute any and all documents related to acceptance of Grant Program funding or implementation of the Grant Program including, without limitation, agreements, amendments, extensions, and any other documents related thereto.

5. The City Manager is hereby authorized and directed to establish all required accounts and make any and all expenditures, appropriations, transfers, and/or distributions of funds on behalf of the City as are necessary and appropriate to carry out the purpose and intent of this Resolution.

6. Grant Program funds received hereunder shall not be used to supplant ongoing law enforcement expenditures.

ADOPTED this ____ day of _____, 2026.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney,
City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____, 2026, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange



Agenda Item

Orange City Council

Item #: 3.6.

7/28/2026

File #: 26-0416

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Second Amendment to Agreement with Crosstown Electrical & Data, Inc. for On-Call Maintenance and Repair Services for Advance Traffic Management System and Communication System

2. SUMMARY

The City currently has an agreement with Crosstown Electrical & Data, Inc. to provide routine maintenance, minor upgrades, and emergency repair services necessary to maintain and operate the City's Advanced Traffic Management and Communication systems. The amount of the original agreement and First Amendment has been expended. The proposed Second Amendment will increase the amended agreement amount by \$130,000 for a total amount not to exceed \$220,000 and extend the term of the contract by an additional year.

3. RECOMMENDED ACTION

Approve the Second Amendment to Agreement with Crosstown Electrical & Data, Inc. (Agreement No. 7616) for On-Call Maintenance and Repair Services for Advance Traffic Management System and Communication System; and authorize the Mayor and the City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The total expense for this amendment is \$130,000 and will be funded through General Fund (100):

100-5702-56999-	Other Repair/Maintenance Services	\$30,000
100-5702-55999-	Other Prof./Technical Services	<u>\$100,000</u>
	Total	\$130,000

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The City's Advanced Traffic Management System (ATMS) comprises the Traffic Management Center (TMC), Closed Circuit Television (CCTV) system, and communications network. These systems utilize a combination of copper wire, fiber optics, and wireless broadband to provide communication between the TMC and field equipment. The network also provides connections to and from various city facilities, including fire stations and parks. The communication system requires routine maintenance, minor upgrades, and emergency repairs resulting from malfunctions or damage that

occur due to obsolete equipment, traffic collisions, or construction activities. Moreover, as the city lays the groundwork for a future real-time crime center that will rely on the functionality of many of the above-mentioned components, communication system maintenance is critically important.

A two-year, \$60,000 maintenance agreement with Crosstown Electrical & Data, Inc. was approved by City Council on November 14, 2023, after a competitive procurement process. That agreement also contained provisions for three separate one-year, \$30,000 extensions that, if exercised, would result in a five-year, \$150,000, contract.

The First Amendment to the agreement, approved by the City Manager on July 31, 2025, increased contract capacity by \$30,000 and extended the term by one additional year. A Second Amendment is now required to: (1) extend the term into a fourth year, (2) provide contract capacity to handle recurring maintenance needs for the new fiscal year, and (3) provide additional contract capacity necessary to implement certain field upgrades that are expected to extend the life expectancy of the city's aging communications system.

The Second Amendment would extend the term of the contract by one year and increase the limits by \$130,000, of which \$30,000 is for recurring annual maintenance and \$100,000 is for the field upgrades, for an agreement total of \$220,000. Council action is being requested because the resulting contract limit exceeds the amount originally approved. Funding for the Second Amendment was included in the approved Fiscal Year 2026-2027 (FY27) operating budget. No additional appropriation is being requested.

7. ATTACHMENTS

- Second Amendment



Agenda Item

Orange City Council

Item #: 3.6.

7/28/2026

File #: 26-0416

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THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

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occur due to obsolete equipment, traffic collisions, or construction activities. Moreover, as the city lays the groundwork for a future real-time crime center that will rely on the functionality of many of the above-mentioned components, communication system maintenance is critically important.

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7. ATTACHMENTS

- Second Amendment

**SECOND AMENDMENT
TO
ON-CALL MAINTENANCE AND REPAIR SERVICES AGREEMENT
[Maintenance and Repair Services for Advance Traffic Management System and
Communication System]**

THIS SECOND AMENDMENT TO ON-CALL MAINTENANCE SERVICES AGREEMENT (the “Second Amendment”) is made and entered into as of _____, 2026, by and between the CITY OF ORANGE, a municipal corporation (“City”), and CROSSTOWN ELECTRICAL & DATA, INC., a California corporation (“Contractor”), with reference to the following:

A. City and Contractor entered into an On-Call Maintenance and Repair Services Agreement (Agreement No. AGR-7616) dated November 11, 2023, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Contractor amended the Original Agreement to extend the term and increase the compensation by a First Amendment to On-Call Maintenance Services Agreement (Agreement No. AGR-7616.1) dated July 31, 2025, which is incorporated herein by this reference (the “First Amendment”); and

C. City and Contractor desire to further amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement reflecting the Second Extension Term and increasing the Second Extension Term’s compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. **Cross-References.** City and Contractor agree that all references in this Second Amendment are deemed and construed to refer to the Original Agreement, as implemented by this Second Amendment.

Section 3 **Second Extension Term.** Pursuant to Section 2.1.a of the Original Agreement, the City hereby extends the term of this Agreement to reflect the Second Extension Term commencing November 14, 2026, and terminating on November 13, 2027.

Section 4 **Second Extension Compensation.** The total not-to-exceed compensation for the services to be rendered as set forth in Section 2.1.a of the Second Extension Term’s compensation is increased by an additional ONE HUNDRED THOUSAND DOLLARS and 00/100 (\$100,000.00) from the original Second Extension and Section 2.1.a of the Second Extension Term is hereby amended in its entirety to read as follows:

“Second Extension (the “Second Extension Term”) commencing November 14, 2026, and terminating November 13, 2027, shall be an additional amount not to exceed ONE HUNDRED THIRTY THOUSAND DOLLARS and 00/100 (\$130,000.00) to be added to the Agreement, for a total compensation of TWO HUNDRED TWENTY THOUSAND DOLLARS and 00/100 (\$220,000.00) without the prior written authorization of City. Compensation for the Second Extension Term, including contingencies, shall be based upon the same terms and conditions as contained in Exhibit B of this Agreement, with an increase in unit price of an additional two percent (2%) above the unit price under the First Extension.”

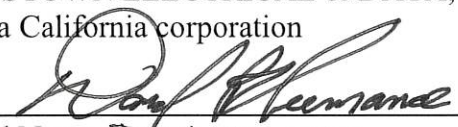
Section 5. **Integration.** This Second Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Second Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Second Amendment shall control and govern the rights and obligations of the parties.

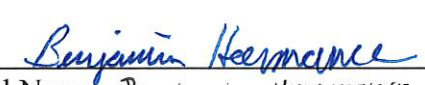
[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Second Amendment, the parties enter into this Second Amendment on the year and day first above written.

“CONTRACTOR”

CROSSTOWN ELECTRICAL & DATA, INC., a California corporation

*By: 
Printed Name: David Heermance
Title: President

*By: 
Printed Name: Benjamin Heermance
Title: CFO

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney

***NOTE:**

- *If CONTRACTOR is a corporation, the City requires the following signature(s):*
- *(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*
- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

√

IN WITNESS of this Second Amendment, the parties enter into this Second Amendment on the year and day first above written.

“CONTRACTOR”

“CITY”

CROSSTOWN ELECTRICAL & DATA,
INC., a California corporation

CITY OF ORANGE, a municipal corporation

*By: _____
Printed Name: _____
Title: _____

By: _____
Daniel R. Slater, Mayor

*By: _____
Printed Name: _____
Title: _____

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney

***NOTE:** *If CONTRACTOR is a corporation, the City requires the following signature(s):*
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-- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

√ X



Agenda Item

Orange City Council

Item #: 3.7.

7/28/2026

File #: 26-0442

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Nathalie Adourian, City Attorney

1. SUBJECT

Second Amendment to Memorandum of Understanding with Milan REI X, LLC.

2. SUMMARY

On July 22, 2025, the City Council approved a Memorandum of Understanding (MOU) with Milan REI X, LLC establishing a framework for the City to expeditiously process certain development applications while Milan agreed to toll and ultimately withdraw its pending Senate Bill 330 (Builder's Remedy) applications upon satisfaction of the MOU's terms. The First Amendment extended the processing deadlines and related Builder's Remedy Tolling Agreements. The proposed Second Amendment provides Milan the option to extend the applicable tolling agreement if litigation is filed challenging the City's approval of the Residential Project and/or the Open Space Project, thereby preserving the parties' negotiated framework while the litigation is resolved.

3. RECOMMENDED ACTION

Approve the second amendment to the Memorandum of Understanding with Milan REI X, LLC; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability.

6. DISCUSSION AND BACKGROUND

On July 22, 2025, the Orange City Council approved a Memorandum of Understanding (MOU) with Milan REI X, LLC (Milan). The MOU established a cooperative framework under which the City agreed to use its best efforts to expeditiously process Milan's development applications while Milan agreed to toll and ultimately withdraw its pending Senate Bill 330 (Builder's Remedy) applications, subject to the terms of the agreement.

The MOU contemplated the processing of the following projects:

- Mabury-22 (22 single-family homes north of Santiago Creek);
- Arena Residential Project (30 residential units at 6146 E. Santiago Canyon Road); and
- Sully-Miller Open Space Project.

The MOU did not approve any development project or guarantee approval of any application. Rather, it established a process for the City to review each project in accordance with applicable law while preserving the parties' negotiated rights and obligations.

Prior to execution of the MOU, Milan submitted preliminary Builder's Remedy applications in November 2023, resulting in the execution of Builder's Remedy Tolling Agreements while the parties pursued the negotiated framework.

First Amendment

On May 26, 2026, the City Council approved the First Amendment to the MOU. The amendment:

- Extended the Builder's Remedy Tolling Agreements through August 21, 2026;
- Extended the City's target approval deadline to August 21, 2026;
- Authorized the City Manager to approve additional 30-day extensions, not to exceed six months in total, upon determining that each extension is in the City's best interest;
- Required Milan to provide written progress updates regarding the Mabury-22 Project, Arena Residential Project, and Sully-Miller Open Space Project; and
- Required that any administrative extension not materially impair the City's ability to enforce the MOU.

Second Amendment

The proposed Second Amendment addresses a circumstance not expressly addressed in the original MOU or the First Amendment.

If the City approves the Arena Residential Project and/or the Sully-Miller Open Space Project, those approvals could become the subject of litigation under CEQA or other applicable law. Such litigation could extend well beyond the term of the existing Builder's Remedy Tolling Agreements.

To address this possibility, the proposed Second Amendment allows Milan, at its option, to extend the applicable Builder's Remedy Tolling Agreement for the duration of any litigation challenging either project, including any appeals and the period during which an appeal may be filed.

The amendment is procedural in nature. It does not approve any development project, grant any development entitlement, modify the City's land use authority, or alter the City's obligations under CEQA, the Housing Accountability Act, the Density Bonus Law, or any other applicable law.

Public Benefit

The original MOU was negotiated as a comprehensive resolution intended to advance multiple public objectives, including:

- Processing a revised residential project in lieu of continued Builder's Remedy litigation;
- Preservation and future public ownership of the Sully-Miller property as open space;
- Completion of the Mabury-22 subdivision; and
- Resolution of multiple development matters through a coordinated agreement.

The proposed Second Amendment preserves this negotiated framework if litigation delays implementation of either the Residential Project or the Open Space Project.

Consequences of Not Approving the Amendment

If litigation extends beyond the existing term of the Builder's Remedy Tolling Agreements, those agreements could expire before the litigation is resolved.

Expiration of the tolling agreements could substantially undermine the negotiated framework established by the MOU. In that circumstance, Milan could elect to discontinue participation in the negotiated process and instead pursue its previously submitted Builder's Remedy applications, consistent with its legal rights and the terms of the parties' agreement.

Should that occur, the City could lose the opportunity to realize the comprehensive public benefits contemplated by the MOU, including the coordinated path toward restoration and public ownership of the Sully-Miller property, while increasing uncertainty regarding future development of the site.

Approval of the proposed Second Amendment reduces this risk by preserving the parties' negotiated framework until any litigation has been finally resolved.

7. ATTACHMENTS

- Memorandum of Understanding Second Amendment



Agenda Item

Orange City Council

Item #: 3.7.

7/28/2026

File #: 26-0442

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Nathalie Adourian, City Attorney

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3. RECOMMENDED ACTION

Approve the second amendment to the Memorandum of Understanding with Milan REI X, LLC; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability.

6. DISCUSSION AND BACKGROUND

On July 22, 2025, the Orange City Council approved a Memorandum of Understanding (MOU) with Milan REI X, LLC (Milan). The MOU established a cooperative framework under which the City agreed to use its best efforts to expeditiously process Milan's development applications while Milan agreed to toll and ultimately withdraw its pending Senate Bill 330 (Builder's Remedy) applications, subject to the terms of the agreement.

The MOU contemplated the processing of the following projects:

- Mabury-22 (22 single-family homes north of Santiago Creek);
- Arena Residential Project (30 residential units at 6146 E. Santiago Canyon Road); and
- Sully-Miller Open Space Project.

The MOU did not approve any development project or guarantee approval of any application. Rather, it established a process for the City to review each project in accordance with applicable law while preserving the parties' negotiated rights and obligations.

Prior to execution of the MOU, Milan submitted preliminary Builder's Remedy applications in November 2023, resulting in the execution of Builder's Remedy Tolling Agreements while the parties pursued the negotiated framework.

First Amendment

On May 26, 2026, the City Council approved the First Amendment to the MOU. The amendment:

- Extended the Builder's Remedy Tolling Agreements through August 21, 2026;
- Extended the City's target approval deadline to August 21, 2026;
- Authorized the City Manager to approve additional 30-day extensions, not to exceed six months in total, upon determining that each extension is in the City's best interest;
- Required Milan to provide written progress updates regarding the Mabury-22 Project, Arena Residential Project, and Sully-Miller Open Space Project; and
- Required that any administrative extension not materially impair the City's ability to enforce the MOU.

Second Amendment

The proposed Second Amendment addresses a circumstance not expressly addressed in the original MOU or the First Amendment.

If the City approves the Arena Residential Project and/or the Sully-Miller Open Space Project, those approvals could become the subject of litigation under CEQA or other applicable law. Such litigation could extend well beyond the term of the existing Builder's Remedy Tolling Agreements.

To address this possibility, the proposed Second Amendment allows Milan, at its option, to extend the applicable Builder's Remedy Tolling Agreement for the duration of any litigation challenging either project, including any appeals and the period during which an appeal may be filed.

The amendment is procedural in nature. It does not approve any development project, grant any development entitlement, modify the City's land use authority, or alter the City's obligations under CEQA, the Housing Accountability Act, the Density Bonus Law, or any other applicable law.

Public Benefit

The original MOU was negotiated as a comprehensive resolution intended to advance multiple public objectives, including:

- Processing a revised residential project in lieu of continued Builder's Remedy litigation;
- Preservation and future public ownership of the Sully-Miller property as open space;
- Completion of the Mabury-22 subdivision; and
- Resolution of multiple development matters through a coordinated agreement.

The proposed Second Amendment preserves this negotiated framework if litigation delays implementation of either the Residential Project or the Open Space Project.

Consequences of Not Approving the Amendment

If litigation extends beyond the existing term of the Builder's Remedy Tolling Agreements, those agreements could expire before the litigation is resolved.

Expiration of the tolling agreements could substantially undermine the negotiated framework established by the MOU. In that circumstance, Milan could elect to discontinue participation in the negotiated process and instead pursue its previously submitted Builder's Remedy applications, consistent with its legal rights and the terms of the parties' agreement.

Should that occur, the City could lose the opportunity to realize the comprehensive public benefits contemplated by the MOU, including the coordinated path toward restoration and public ownership of the Sully-Miller property, while increasing uncertainty regarding future development of the site.

Approval of the proposed Second Amendment reduces this risk by preserving the parties' negotiated framework until any litigation has been finally resolved.

7. ATTACHMENTS

- Memorandum of Understanding Second Amendment

SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING

RECITALS

WHEREAS, on July 22, 2025 (the “Reference Date”), the City of Orange (“City”) and Milan REI X, LLC (“Developer”) (collectively, “Parties”) entered into a Memorandum of Understanding (“MOU”) regarding the development of various Developer properties.

WHEREAS, among other things, the MOU extended for one year from the Reference Date existing Builder’s Remedy Tolling Agreements (the “Agreements”) between the City and Developer, to July 22, 2026.

WHEREAS, on May 12, 2026, the City approved a First Amendment to the MOU that (i) extended the Agreements, (ii) extended the target date for the City, using its best efforts, to approve Developer’s 30-unit residential project (the “Residential Project”), (iii) extended the date for the City to process and approve, as appropriate and subject to applicable law, any necessary permits for development of the Developer’s Sully-Miller site into public open space (the “Open Space Project”), all until August 21, 2026 (collectively, the “Approval Deadline” extension), and (iv) authorized the City Manager to approve further extension of the Agreements and Approval Deadline in 30-day increments, up to six months from July 22, 2026.

WHEREAS, in the event the City approves either the Residential Project or the Open Space Project, or both of them, lawsuits could be filed, under CEQA or other law, challenging the City’s approval(s) or either or both projects (the “Project Lawsuit(s)”). The filing of such lawsuits could delay development of either or both projects and place either or both projects at risk. Due to this risk, the Parties desire to provide for an option for the Developer to further extend either or both Agreements for the duration of the Project Lawsuit(s), including appeals of any trial court decision(s).

WHEREAS, the Parties desire to provide for the extension of either or both of the Builder’s Remedy Tolling Agreements in the event of the filing of Project Lawsuit(s), at the option of the Developer.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Builder’s Remedy Tolling Agreement Extension.** Upon the filing of a lawsuit, under CEQA or other law, challenging the City’s approval of the Residential Project or the Open Space Project, the Developer shall have the option, upon notice to the City, to extend the Builder’s Remedy Tolling Agreement for the project subject to the lawsuit, for up to the duration of the lawsuit, including the duration of any appeals, (the “Lawsuit Extension”), terminable at the Developer’s option. The Lawsuit Extension

shall also include the time in which any party has to file an appeal following a trial court decision, in the event no appeal is filed.

2. Multiple Lawsuits Extension. In the event lawsuits are filed, under CEQA or other law, challenging the City's approval of both the Residential Project and the Open Space Project, the Developer shall have the option, upon notice to the City, to extend the Builder's Remedy Tolling Agreement for each project, for up to the duration of the lawsuit, including the duration of any appeals, terminable at the Developer's option, or to extend the Builder's Remedy Tolling Agreement for only one project, for up to the duration of the lawsuit, including any appeals, terminable at the Developer's option (the "Multiple Lawsuits Extension"). The Multiple Lawsuits Extension shall also include the time in which any party has to file an appeal of either lawsuit following a trial court decision, in the event no appeal of either case is filed.

MILAN REI X, LLC, A California limited liability company

By: _____
Christopher Nichelson
President of its Managing Agent

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney ✓



Agenda Item

Orange City Council

Item #: 3.8.

7/28/2026

File #: 26-0381

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Award of Contract to Golden Coast Construction for Community Development Block Grant Fiscal Year 2025-2026 Americans with Disabilities Act Wheelchair Access Ramp Replacement

2. SUMMARY

Bids for the Community Development Block Grant Fiscal Year 2025-2026 Americans with Disabilities Act Wheelchair Access Ramp Replacement Project were received and opened on June 18, 2026 (Bid No. 25-26.19; SP-4330). Six bidders responded to the notice inviting bids. The apparent low bidder is Golden Coast Construction of La Habra, California in the amount of \$61,988.

3. RECOMMENDED ACTION

1. Approve the contract with Golden Coast Construction in the total amount of \$71,286, representing an original bid amount of \$61,988, plus 15% contingency of \$9,298, for the construction of ten ADA Wheelchair Access Ramps; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize the continuing appropriation of \$97,723 from the Community Development Block Grant (310) Fiscal Year 2026 budget:

310-6411-88101-265092-20 ADA Improvements

3. Authorize the following budget transfer in Community Development Block Grant (310):

From: 310-6411-88101-265092-20 ADA Improvements \$97,723

To: 310-6411-87102-265092-20 ADA Improvements \$97,723

4. FISCAL IMPACT

The expense for this contract is \$71,286.00 and will be funded through Community Development Block Grant (310):

310-6411-88102-265092-20 ADA Improvements

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The Federal Community Development Block Grant Program (CDBG) provides grant funds to enable

eligible localities to construct public improvements in Low- and Moderate-Income Areas within their jurisdiction. The proposed wheelchair ramp improvements project was approved through the 2025-2026 Action Plan process on June 24, 2025.

The scope of the project mainly includes removal of existing wheelchair access ramps and replacement with Americans with Disabilities Act (ADA) compliant wheelchair access ramps. This project will include the construction of ten ADA compliant access ramps at various locations. As a part of this project, detectable warning surfaces (truncated domes) will be installed per American with Disabilities Act Accessibility Guidelines (ADAAG) requirements.

The City Council previously approved an advertisement for bid on May 26, 2026. The bid solicitation was advertised on May 28, 2026 for a period of three weeks and bids were opened June 18, 2026. Six bids were received as follows:

1. Golden Coast Construction	\$61,987.50
2. Pavement Rehab Company	\$94,000.00
3. Hardy & Harper, Inc.	\$125,000.00
4. Van Engineering Inc.	\$125,000.00
5. Gentry General Engineering, Inc.	\$159,650.00
6. Hzs Engineering and Construction	\$197,000.00

Construction is scheduled to begin in September 2026 and is expected to be completed within 30 calendar days.

7. ATTACHMENTS

- Contract with Golden Coast Construction
- Bid Abstract



Agenda Item

Orange City Council

Item #: 3.8.

7/28/2026

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7. ATTACHMENTS

- Contract with Golden Coast Construction
- Bid Abstract

CONTRACT
[CDBG FY 2025-2026 Americans With Disabilities Act (ADA)
Wheelchair Access Ramp Replacement (Bid No.25-26.19)]

THIS CONTRACT (the “Contract”) is made and entered into as of _____, 2026 (“Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and G COAST ENTERPRISE INC, a California corporation, dba GOLDEN COAST CONSTRUCTION (“Contractor”), who agree as follows.

ARTICLE 1
Work Performed

a. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the two (2) bonds presented to City with this Contract and incorporated herein by this reference, Contractor hereby agrees to and shall do all the work and furnish all the labor, materials, tools and equipment, except such as are mentioned in the specifications to be furnished by City to Contractor, necessary to complete in good workmanship and substantial manner the work (the “Work”) described in:

(1) The Construction Plans for CDBG FY 2025-2026 Americans With Disabilities Act (ADA) Wheelchair Access Ramp Replacement (Drawing SP-4330) prepared for City by Darwin Taylor, and consisting of sheets numbered 1 through 1, inclusive (the “Plans”);

(2) The latest edition of the "City of Orange Standard Plans and Specifications" (the “Orange Book”) with the term "Engineer," as used in the Orange Book and in this Contract, to specifically include the City Engineer (or designee);

(3) The "Standard Specifications for Public Works Construction” (the “Greenbook”), and all amendments thereto, except the definition of “Subcontractor” in Section 1.2 (General – Terms and Definitions) of Part 1 (General Provisions) of the Greenbook, which is hereby amended in its entirety to read as follows: “Subcontractor – An individual, firm, or corporation having a direct contract with the Contractor for the performance of a part of the Work;”

(4) The Labor Relations Forms attached as Attachment No. 3 and incorporated herein by this reference; and

(5) The Federal Provisions and Requirements attached as Attachment No. 4 and incorporated herein by this reference; and

(6) The Federal Prevailing Wage Rates attached as Attachment No. 5 and incorporated herein by this reference; and

(7) The Build America, Buy America (BABA) Requirements attached as Attachment No. 6 and incorporated herein by this reference; and

(8) The “City of Orange Standard Special Provisions;”

(9) The Standard Plans; and

(10) Contractor's Bid Proposal, which is on file with City's Department of Public Works.

b. Contractor acknowledges that it has received the Plans from City and that a complete copy of the Plans are in its possession and are hereby specifically referred to and by such reference made a part hereof. The Orange Book, Greenbook and City of Orange Standard Special Provisions and Standard Plans are on file with City's Public Works Director and are hereby specifically referred to and by such reference made a part hereof. Contractor hereby acknowledges that it has read, reviewed and understands the Plans, the Orange Book, the Greenbook, the Special Provisions, the Standard Plans, and the Encroachment Permit as they relate to the Work, all of which documents shall be referred to herein collectively as the "Plans and Specifications."

c. Contractor acknowledges the provisions of Chapter 8.28 of the Orange Municipal Code which requires, among other things, that Contractor utilize City's exclusive solid waste hauler for the rental of bins for trash and debris removal and imposes mandatory recycling requirements for self-hauled construction and demolition waste. The terms and conditions set forth in this Contract shall control over any terms and conditions in the Plans and Specifications to the contrary.

d. The Work shall be performed in conformity with the Plans and Specifications and the Bid Proposal and all applicable laws, including any and all applicable federal and state labor laws and standards and applicable prevailing wage requirements and any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment.

e. Unless and until otherwise notified in writing by City's Public Works Director, City's Principal Civil Engineer, Behrooz Nikjoo ("Authorized City Representative"), shall be the person to whom Contractor will report for the performance of the Work hereunder. It is understood that Contractor's performance hereunder shall be under the direction and supervision of the Authorized City Representative or such other person as City's Public Works Director may designate from time to time, that Contractor shall coordinate the Work hereunder with the Authorized City Representative to the extent required by the Authorized City Representative, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the Authorized City Representative or City's Public Works Director.

f. It is expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and Contractor's Bid Proposal, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said Bid Proposal conflicting herewith.

g. Contractor agrees that it has an obligation to reset all permanent survey markers as stated in the Orange Book, Part 4, Section 400-2, "Permanent Survey Markers," and obtain the approval for pre- and post-construction centerline tie sheets and Corner Records from the County

of Orange and deliver said approved documents to City as soon as they are received. This obligation extends to any of its subcontractors that have performed work in this regard. This subsection survives completion of the Work, the Notice of Completion, and final payment and shall be an enforceable obligation until fulfilled.

ARTICLE 2

Commencement of Work

Contractor shall commence the Work provided for in this Contract within fifteen (15) days of the date of the issuance by City of a Notice to Proceed and diligently prosecute completion of the Work within thirty (30) calendar days from such date, unless legal extension is granted in accordance with the terms set forth in the Greenbook. Time is of the essence in this Contract. Contractor shall do all things necessary and incidental to the prosecution of Contractor's Work.

ARTICLE 3

Compensation

a. Contractor agrees to receive and accept an amount not to exceed SIXTY-ONE THOUSAND NINE HUNDRED EIGHTY-EIGHT DOLLARS and 00/100 (\$61,988.00), unless said amount is amended by Contract Change Order approved by the City, as compensation for furnishing all materials and doing all the Work contemplated and embraced in this Contract. Said compensation covers (1) all loss or damage arising out of the nature of the Work, from the acts of the elements; (2) any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by City, other than as provided below; (3) all risks of every description connected with the Work; (4) all expenses incurred by or in consequence of the suspension or discontinuance of the Work; and (5) well and faithfully completing the Work, and for the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Authorized City Representative under them. Retention amounts shall be withheld from progress payments as required by law unless Contractor provides securities in lieu of retention.

b. In addition to the scheduled Work to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by the Authorized City Representative. In anticipation of such contingencies, the sum of NINE THOUSAND TWO HUNDRED NINETY-EIGHT DOLLARS and 00/100 (\$9,298.00) has been added to the total compensation of this Contract. The Authorized City Representative may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as the Authorized City Representative and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefore, up to the amount of the authorized contingency, shall be memorialized in the form of a Contract Amendment approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the Authorized City Representative. Any and all additional work and services performed under this Contract shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal

submitted to and approved by the Authorized City Representative prior to the commencement of such Work or services.

c. The total amount of compensation under this Contract, including contingencies, shall not exceed SEVENTY-ONE THOUSAND TWO HUNDRED EIGHTY-SIX DOLLARS and 00/100 (\$71,286.00).

ARTICLE 4

Licenses

Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the Work contemplated by this Contract and that Contractor and subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Contract.

ARTICLE 5

Guarantees

a. Contractor guarantees the construction and installation of all Work included in the Plans and Specifications for which Contractor has been awarded this Contract.

b. Should any of the materials or equipment installed pursuant to this Contract prove defective or should the Work as a whole prove defective, due to faulty equipment, workmanship, materials furnished or methods of installations, or should said Work or any part thereof fail to function properly, as designed, due to any of the above causes within twelve (12) months after the date on which said Work is accepted by City, Contractor shall make repairs and furnish such materials and equipment as are necessary to be furnished and installed within fifteen (15) calendar days after the receipt of a demand from City.

c. Said Work will be deemed defective within the meaning of this guarantee in the event that it fails to function as originally intended either by the Plans and Specifications of this Contract or by the manufacturer(s) of the equipment incorporated into the Work.

d. In the event repairs are not made within fifteen (15) calendar days after Contractor's receipt of a demand from City, City shall have the unqualified option to make any needed repairs or replacements itself or by any other contractor. Contractor shall reimburse City, upon demand, for all expenses incurred in restoring said Work to the condition contemplated in this Contract, including the cost of any equipment or materials replaced.

e. It is understood that emergency repairs may, by necessity, be made by City. Therefore, when defective equipment, materials or workmanship result in emergency repairs by City, Contractor shall reimburse City, upon demand, for all expenses incurred. Emergency repairs will be deemed as those repairs determined by City's Director of Public Works to be necessary due to an immediate detriment to the health, safety, welfare or convenience of the residents of City.

ARTICLE 6

Water Quality

a. The Santa Ana Regional Water Quality Control Board (“RWQCB”) has issued National Pollutant Discharge Elimination System (“NPDES”) Permit No. R8-2009-0030 (the “Permit”), which governs storm water and non-storm water discharges resulting from municipal activities performed by City or its contractors. In order to comply with the Permit requirements, the County of Orange has prepared a Drainage Area Management Plan (“DAMP”), containing Model Maintenance Procedures with Best Management Practices (“BMPs”) that City and its contractors must adhere to. The Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Examples include: wash water from cleaning of sidewalks or parking lots must be collected and disposed of in the sewer or landscaped areas.

b. The Permit, the DAMP and the Model Maintenance Procedures are on file in the office of City’s Director of Public Works. Contractor hereby acknowledges that it has read, reviewed and understands the Permit, the DAMP and the Model Maintenance Procedures, as they relate to the Work and hereby shall perform the Work in conformance therewith.

ARTICLE 7

Independent Contractor; Contractor not Agent

a. At all times during the term of this Contract, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor’s services rendered pursuant to this Contract. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Contract. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers’ compensation insurance benefits.

b. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

ARTICLE 8

Public Work; Prevailing Wage

a. The Work which is the subject of this Contract is a “public work,” as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid. To the extent Contractor’s employees will perform any work that falls within any of the

classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that Contractor, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

b. Attached hereto as Attachment No. 1 and incorporated herein by this reference is a copy of the provisions of Sections 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815 of the California Labor Code. Contractor hereby acknowledges that it has read, reviewed and understands those provisions of the Labor Code and shall prosecute and complete the Work under this Contract in strict compliance with all of those terms and provisions.

c. Contractor shall secure the payment of compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code. Accordingly, and as required by Section 1861 of the California Labor Code, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require 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.”

d. Contractor shall indemnify, protect, defend and hold harmless City and its officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, expense, and/or “increased costs” (including reasonable attorney’s fees, court and litigation costs, and fees of expert witnesses) which result or arise in any way from the noncompliance by Contractor of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages). It is agreed by the parties that, in connection with the construction of the Work which is the subject of this Contract, Contractor shall bear all risks of payment or non-payment of state prevailing wages. “Increased costs” as used in this paragraph shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Contract.

ARTICLE 9

Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

Such actions 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 shall post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and 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, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any Work covered by this Contract, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

ARTICLE 10

Conflicts of Interest

Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the builder for any project for which the design work is part of this Contract.

ARTICLE 11

Indemnity

Contractor shall defend, indemnify and hold harmless City and its officers, officials, agents, and employees from and against:

a. Any and all claims, liabilities, losses, damages, penalties, costs or expenses (including reasonable attorneys' fees and court costs) which City may directly or indirectly sustain or suffer arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or the property of any person which shall occur on or adjacent to the real property which is the subject of this Contract, or in connection with performance of this Contract which may be directly or indirectly caused by the acts or omissions of Contractor or its officers, employees, contractors or agents, or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance. Contractor shall not be responsible for (and such indemnity shall not apply to) any willful misconduct, negligence or breach of this Contract by City or its officers, officials, agents, and employees. The foregoing indemnity shall survive termination of this Contract.

b. Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's Work under this Contract, including any and all claims under any law pertaining to Contractor's status as an independent contractor.

ARTICLE 12

Insurance

a. Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder and the results of that Work by Contractor, its agents, representatives, employees or subcontractors. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Contract.

b. Contractor shall maintain the following minimum amount of insurance: the greater of either the limits set forth in (1) through (4), below; or all of the insurance coverage and/or limits carried by or available to Contractor.

- | | | |
|---------------------------|-------------|--|
| (1) General Liability | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation | | as required by the State of California. |
| (4) Employer's Liability | \$1,000,000 | per accident for bodily injury or disease. |

c. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor under this Contract.

d. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its officers, officials, agents and employees; or Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

e. Each policy of general liability and automotive liability insurance shall contain, or be endorsed to contain, the following provisions:

(1) City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor (any auto), and with respect to liability arising out of Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such Work or operations. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 12.b, above, shall apply to City as an additional insured.

(2) For any claims related to this Contract, Contractor's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents and employees shall be excess of Contractor's insurance and shall not contribute with it.

(3) Coverage shall not be canceled, except after thirty (30) days' prior written notice has been provided to City.

f. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Article 12. The endorsements shall be on forms acceptable to City. All certificates and endorsements are to be received and approved by City before the Work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

g. All insurance procured and maintained by Contractor shall be issued by insurers admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide.

h. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Contract unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom by way of set-off from any sums owed Contractor.

i. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all Work performed by Contractor, its employees, agents and subcontractors. Contractor shall obtain any other endorsement that may be necessary to effect this waiver of subrogation.

j. Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

ARTICLE 13

Termination

City, acting through its City Manager or designee, reserves the right to terminate this Contract for any reason by giving five (5) days' written notice of intent to terminate to Contractor. Upon receipt of notice, Contractor shall immediately cease work, unless the notice provides otherwise. Should City terminate this Contract, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Contract, unless such termination shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

ARTICLE 14

Maintenance and Inspection of Records

In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Contract. During the term of this Contract and for a period of three (3) years after termination or completion of this Contract, City shall have the right to inspect and/or audit Contractor's records pertaining to the performance of this Contract at Contractor's office. Contractor shall make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

ARTICLE 15

Compliance with Laws

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by Contractor or any subcontractor hereunder.

b. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Contract comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Contract who is ineligible to work in the United States or under the terms of this Contract; and

(3) Has properly maintained, and shall at all times during the term of this Contract properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Contract respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

c. Contractor shall require all subcontractors and/or subconsultants to make the same representations and warranties required by this Article 15 when hired to perform services under this Contract.

d. Contractor shall, upon request of City, provide a list of all employees working under this Contract and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Contract without written notice to City, accompanied by the verification required herein for such employees. Contractor shall require all subcontractors and/or sub-consultants to make the same verification when hired to perform services under this Contract.

e. If Contractor, or a subcontractor or subconsultant, knowingly employs an employee providing Work under this Contract who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, such shall constitute a material breach of this Contract and may be cause for immediate termination of this Contract by City.

f. Contractor shall indemnify and hold City, its officials and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.

ARTICLE 16

Governing Law and Venue

This Contract shall be construed in accordance with and governed by the laws of the State of California and Contractor shall submit to the jurisdiction of California courts. Venue for any dispute arising under this Contract shall be in Orange County, California.

ARTICLE 17

Integration and Amendment

a. This Contract constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the Work to be performed under this Contract shall be of any force or effect unless it is in writing and signed by both parties. Any Work performed which is inconsistent with or in violation of the provisions of this Contract shall not be compensated.

b. Amendments to this Contract must be in writing and signed by both parties. The City Manager is authorized to execute amendments to this Contract up to the amounts specified in Chapter 3.08 of the Orange Municipal Code.

ARTICLE 18

Notice

Except as otherwise provided herein, all notices required under this Contract shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

G Coast Enterprise Inc, dba Golden
Coast Construction
625 S. Palm Street, Suite A,
La Habra, CA 90631
Attn: Stephen Nolin

Telephone: 562-201-6137
E-Mail: steve@gcoastconstruction.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591

Attn: Behrooz Nikjoo

Telephone: 714-744-5531
E-Mail: bnikjoo@cityoforange.org

ARTICLE 19

Claim Resolution

City and Contractor agree that the claim resolution process applicable to any claim by Contractor in connection with the Work provided herein shall be subject to the procedures set forth in California Public Contract Code Section 9204, attached hereto as Attachment No. 2, and incorporated herein by this reference.

ARTICLE 20

Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

"CITY"

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE
APPROVED BY:

ATTEST:

Connor Hyland
Senior Assistant City Attorney

Pamela Coleman, City Clerk

"CONTRACTOR"

G COAST ENTERPRISE INC, a California
corporation, dba GOLDEN COAST
CONSTRUCTION,

*[Note: Signature of Chairman of the
Board, President or Vice President is
required]*

By: _____
Printed Name: Stephan Nolin
Title: President

*[Note: Signature of Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer is also required]*

By: _____
Printed Name: JULIA NOLIN
Title: Secretary

X✓

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE
APPROVED BY:

ATTEST:

Connor Hyland
Senior Assistant City Attorney

Pamela Coleman, City Clerk

“CONTRACTOR”

G COAST ENTERPRISE INC, a California corporation, dba GOLDEN COAST CONSTRUCTION,

[Note: Signature of Chairman of the Board, President or Vice President is required]

By: SA N
Printed Name: Stephen Nolin
Title: President

[Note: Signature of Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer is also required]

By: Julia Nolin
Printed Name: Julia Nolin
Title: Secretary

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ATTACHMENT NO. 1

CALIFORNIA LABOR CODE

SECTIONS 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815

Section 1725.5. Registration of contractors; mandatory registration; qualifications and application; fees; exempt contractors

A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1)(A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

- (i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.
- (ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.
- (d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:
 - (1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.
 - (2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.
 - (3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).
- (e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.
- (f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Section 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

Section 1771.1. Registration as a contractor or subcontractor required prior to bid submission; exceptions; violations; penalties

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100)

for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Section 1771.4. Additional requirements when bidding and awarding public works contracts

(a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.

Section 1775. Penalties for violations

(a)(1) The contractor and any subcontractor under the contract shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contract.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor

or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

Section 1776. Payroll records; retention; inspection; redacted information; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules

(a) Each contractor and subcontractor 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 him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

Section 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions; compliance program

(a)(1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(2) For purposes of this chapter, “apprenticeship program” means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.

(b)(1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written

apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator

of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2)(A) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

Section 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty- five dollars (\$25) for each worker employed in the execution of

the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

Section 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

ATTACHMENT NO. 2

CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204

Section 9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process (Eff: January 1, 2017)

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

City of Orange: Summary of Bid Abstracts for:
CDBG FY2025-2026 ADA Wheelchair Access Ramp
Replacement
Bid No. 25-26.19; Project No. SP-4330
Date of Bid Opening: 6/18/2026

				ENGINEER'S ESTIMATE		1		2		3		4		5		6	
						Golden Coast Construction		Pavement Rehab Company		Hardy & Harper, Inc.		Van Engineering Inc.		Gentery General Engineering, Inc.		Hrz Engineering	
						La Habra, CA		Yorba Linda, CA		Lake Forest, CA		Wildomar, CA		Colton, CA		Orange, CA	
						Tel. No. (562)-201-6137		Tel. No. (714)-238-1444		Tel. No. (714)-444-1851		Tel. No. (949)-558-6186		Tel. No. (909)-330-1128		Tel. No. (949)-415-9556	
NO.	DESCRIPTION OF WORK	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
ADA Ramp Replacement																	
1	Sawcut, Remove, and Construct New Wheelchair Access Ramp with Detectable Waring Surface per City St. 121	10	EA	\$ 7,800.00	\$78,000.00	\$6,198.75	\$61,987.50	\$9,400.00	\$94,000.00	\$12,500.00	\$125,000.00	\$12,500.00	\$125,000.00	\$15,965.00	\$159,650.00	\$19,700.00	\$197,000.00
Grand Total					\$78,000.00		\$61,987.50		\$94,000.00		\$125,000.00		\$125,000.00		\$159,650.00		\$197,000.00



Agenda Item

Orange City Council

Item #: 3.9.

7/28/2026

File #: 26-0382

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Award of Contract to R.J. Noble Company, Inc. for Community Development Block Grant Fiscal Year 2025-2026 Street Rehabilitation; and appropriation of project balance from Fiscal Year 2025-2026

2. SUMMARY

Bids for Community Development Block Grant Fiscal Year 2025-2026 Street Rehabilitation were received and opened on June 18, 2026 (Bid No. 25-26.20 SP-4329). Seven bidders responded to the notice inviting bids. The apparent low bidder is R.J. Noble Company, Inc. of Orange, California in the amount of \$457,583.

3. RECOMMENDED ACTION

1. Approve the contract with R.J. Noble Company, Inc. in the amount of \$526,221 representing an original amount of \$457,583 plus a 15% contingency of \$68,638 for Almond Avenue and Collins Avenue Street Improvements; and authorize the Mayor and City Clerk to execute on behalf of the City.

2. Authorize the continuing appropriation of \$488,616 from the Community Development Block Grant (310) Fiscal Year 2026 CIP budget:

310-6411-88101-265086-20 CDBG Street Improvements FY26

3. Authorize the following budget transfer in Community Development Block Grant (310):

From: 310-6411-88101-265086-20 CDBG Street Improvements FY26 \$488,616

To: 310-6411-87102-265086-20 CDBG Street Improvements FY26 \$488,616

4. FISCAL IMPACT

The expense for this contract is \$526,221 and will be funded through Community Development Block Grant (310) and Measure M2- Traffic Improvement (263):

310-6411-88102-265086-20	CDBG Street Improvements FY26	\$ 393,198
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263-5101-87102-255702-20	Pavement Management Program	\$ 133,023
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Total:	\$ 526,221
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5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The Federal Community Development Block Grant Program (CDBG) provides grant funds to enable eligible localities to construct public improvements in low- and moderate-income areas within their jurisdiction. The proposed street improvements project was approved through the Fiscal Year 2025-2026 Action Plan on June 24, 2025.

The scope of the project includes the rehabilitation of pavement on the following street segments:

1. Wheeler Street - Killingsworth Avenue to Chapman Avenue
2. Highland Street - Adams Avenue to Collins Avenue
3. Quincy Avenue - West Alley to N. Highland Street and N. Highland Street to East Alley
4. Monroe Avenue - West Alley to N. Highland Street and N. Highland Street to East Alley

The City Council previously approved an advertisement for bids on May 26, 2026. The bid solicitation was advertised on May 28, 2026, for a period of three weeks and bids were opened June 18, 2026. Seven bids were received as follows:

1. R.J. Noble Company, Inc., Orange	\$457,582.70
2. COPP Contracting, Inc., Yorba Linda	\$458,674.75
3. Sequel Contractors, Inc., Santa Fe Springs	\$509,344.00
4. Onyx Paving Company, Inc., Yorba Linda	\$583,032.00
5. Hardy & Harper, Inc., Lake Forest	\$585,000.00
6. Elegant Construction, Inc., Irvine	\$586,420.70
7. Estate Design and Construction, Inc., Marina Del Ray	\$595,400.00

The low bid is approximately 22.2% lower than the Engineer's Estimate of \$588,000. Staff reviewed the references and qualifications of the apparent low bidder and found them to be acceptable, with adequate experience completing contracts of similar scope and complexity. Therefore, staff recommend R.J. Noble Company, Inc. be awarded the contract in the amount of \$526,221, representing an original bid amount of \$457,583 plus a 15% contingency of \$68,638 for Community Development Block Grant Fiscal Year 2025-2026 Street Rehabilitation.

Construction is scheduled to begin in September 2026 and is expected to be completed within 45 calendar days.

7. ATTACHMENTS

- Contract with R.J. Noble Company, Inc.

- Bid Abstract
- FY 25-26 CDBG Location Maps



Agenda Item

Orange City Council

Item #: 3.9.

7/28/2026

File #: 26-0382

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

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- Bid Abstract
- FY 25-26 CDBG Location Maps

CONTRACT
[CDBG FY 2025-2026 Street Rehabilitation, (Bid No. 25-26.20)]

THIS CONTRACT (the "Contract") is made and entered into as of _____, 2026 ("Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and R.J. NOBLE COMPANY, a California corporation ("Contractor"), who agree as follows.

ARTICLE 1
Work Performed

a. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the two (2) bonds presented to City with this Contract and incorporated herein by this reference, Contractor hereby agrees to and shall do all the work and furnish all the labor, materials, tools and equipment, except such as are mentioned in the specifications to be furnished by City to Contractor, necessary to complete in good workmanship and substantial manner the work (the "Work") described in:

(1) The Construction Plans for CDBG FY 2025-2026 Street Rehabilitation (Drawing SP-4329) prepared for City by Gerlene Samia, approved by the "Engineer" (as defined herein below) on May 26, 2026, and consisting of sheets numbered 1 through 8, inclusive (the "Plans");

(2) The latest edition of the "City of Orange Standard Plans and Specifications" (the "Orange Book") with the term "Engineer," as used in the Orange Book and in this Contract, to specifically include the City Engineer (or designee);

(3) The "Standard Specifications for Public Works Construction" (the "Greenbook"), and all amendments thereto, except the definition of "Subcontractor" in Section 1.2 (General – Terms and Definitions) of Part 1 (General Provisions) of the Greenbook, which is hereby amended in its entirety to read as follows: "Subcontractor – An individual, firm, or corporation having a direct contract with the Contractor for the performance of a part of the Work;"

(4) The Labor Relations Forms attached as Attachment No. 3 and incorporated herein by this reference; and

(5) The Federal Provisions and Requirements attached as Attachment No. 4 and incorporated herein by this reference; and

(6) The Federal Prevailing Wage Rates attached as Attachment No. 5 and incorporated herein by this reference; and

(7) The Build America, Buy America (BABA) Requirements attached as Attachment No. 6 and incorporated herein by this reference; and

- (8) The "City of Orange Standard Special Provisions;"
- (9) The Standard Plans; and
- (10) Contractor's Bid Proposal, which is on file with City's Department of Public Works.

b. Contractor acknowledges that it has received the Plans from City and that a complete copy of the Plans are in its possession and are hereby specifically referred to and by such reference made a part hereof. The Orange Book, Greenbook and City of Orange Standard Special Provisions and Standard Plans are on file with City's Public Works Director and are hereby specifically referred to and by such reference made a part hereof. Contractor hereby acknowledges that it has read, reviewed and understands the Plans, the Orange Book, the Greenbook, the Special Provisions, the Standard Plans, and the Encroachment Permit as they relate to the Work, all of which documents shall be referred to herein collectively as the "Plans and Specifications."

c. Contractor acknowledges the provisions of Chapter 8.28 of the Orange Municipal Code which requires, among other things, that Contractor utilize City's exclusive solid waste hauler for the rental of bins for trash and debris removal and imposes mandatory recycling requirements for self-hauled construction and demolition waste. The terms and conditions set forth in this Contract shall control over any terms and conditions in the Plans and Specifications to the contrary.

d. The Work shall be performed in conformity with the Plans and Specifications and the Bid Proposal and all applicable laws, including any and all applicable federal and state labor laws and standards and applicable prevailing wage requirements and any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment.

e. Unless and until otherwise notified in writing by City's Public Works Director, City's Principal Civil Engineer, Behrooz Nikjoo ("Authorized City Representative"), shall be the person to whom Contractor will report for the performance of the Work hereunder. It is understood that Contractor's performance hereunder shall be under the direction and supervision of the Authorized City Representative or such other person as City's Public Works Director may designate from time to time, that Contractor shall coordinate the Work hereunder with the Authorized City Representative to the extent required by the Authorized City Representative, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the Authorized City Representative or City's Public Works Director.

f. It is expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and Contractor's Bid Proposal, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said Bid Proposal conflicting herewith.

g. Contractor agrees that it has an obligation to reset all permanent survey markers as stated in the Orange Book, Part 4, Section 400-2, "Permanent Survey Markers," and obtain the

approval for pre- and post-construction centerline tie sheets and Corner Records from the County of Orange and deliver said approved documents to City as soon as they are received. This obligation extends to any of its subcontractors that have performed work in this regard. This subsection survives completion of the Work, the Notice of Completion, and final payment and shall be an enforceable obligation until fulfilled.

ARTICLE 2

Commencement of Work

Contractor shall commence the Work provided for in this Contract within fifteen (15) days of the date of the issuance by City of a Notice to Proceed and diligently prosecute completion of the Work within Forty five (45) calendar days from such date, unless legal extension is granted in accordance with the terms set forth in the Greenbook. Time is of the essence in this Contract. Contractor shall do all things necessary and incidental to the prosecution of Contractor's Work.

ARTICLE 3

Compensation

a. Contractor agrees to receive and accept an amount not to exceed FOUR HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED EIGHTY-THREE DOLLARS and 00/100 (\$457,583.00), unless said amount is amended by Contract Change Order approved by the City, as compensation for furnishing all materials and doing all the Work contemplated and embraced in this Contract. Said compensation covers (1) all loss or damage arising out of the nature of the Work, from the acts of the elements; (2) any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by City, other than as provided below; (3) all risks of every description connected with the Work; (4) all expenses incurred by or in consequence of the suspension or discontinuance of the Work; and (5) well and faithfully completing the Work, and for the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Authorized City Representative under them. Retention amounts shall be withheld from progress payments as required by law unless Contractor provides securities in lieu of retention.

b. In addition to the scheduled Work to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by the Authorized City Representative. In anticipation of such contingencies, the sum of SIXTY- EIGHT THOUSAND SIX HUNDRED THIRTY-EIGHT DOLLARS and 00/100 (\$68,638.00) has been added to the total compensation of this Contract. The Authorized City Representative may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as the Authorized City Representative and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefor, up to the amount of the authorized contingency, shall be memorialized in the form of a Contract Amendment approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the Authorized City Representative. Any and all additional work and services performed under this Contract shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate

or proposal submitted to and approved by the Authorized City Representative prior to the commencement of such Work or services.

c. The total amount of compensation under this Contract, including contingencies, shall not exceed FIVE HUNDRED TWENTY-SIX THOUSAND TWO HUNDRED TWENTY-ONE DOLLARS and 00/100 (\$526,221.00).

ARTICLE 4

Licenses

Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the Work contemplated by this Contract and that Contractor and subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Contract.

ARTICLE 5

Guarantees

a. Contractor guarantees the construction and installation of all Work included in the Plans and Specifications for which Contractor has been awarded this Contract.

b. Should any of the materials or equipment installed pursuant to this Contract prove defective or should the Work as a whole prove defective, due to faulty equipment, workmanship, materials furnished or methods of installations, or should said Work or any part thereof fail to function properly, as designed, due to any of the above causes within twelve (12) months after the date on which said Work is accepted by City, Contractor shall make repairs and furnish such materials and equipment as are necessary to be furnished and installed within fifteen (15) calendar days after the receipt of a demand from City.

c. Said Work will be deemed defective within the meaning of this guarantee in the event that it fails to function as originally intended either by the Plans and Specifications of this Contract or by the manufacturer(s) of the equipment incorporated into the Work.

d. In the event repairs are not made within fifteen (15) calendar days after Contractor's receipt of a demand from City, City shall have the unqualified option to make any needed repairs or replacements itself or by any other contractor. Contractor shall reimburse City, upon demand, for all expenses incurred in restoring said Work to the condition contemplated in this Contract, including the cost of any equipment or materials replaced.

e. It is understood that emergency repairs may, by necessity, be made by City. Therefore, when defective equipment, materials or workmanship result in emergency repairs by City, Contractor shall reimburse City, upon demand, for all expenses incurred. Emergency repairs will be deemed as those repairs determined by City's Director of Public Works to be necessary due to an immediate detriment to the health, safety, welfare or convenience of the residents of City.

ARTICLE 6

Water Quality

a. The Santa Ana Regional Water Quality Control Board ("RWQCB") has issued National Pollutant Discharge Elimination System ("NPDES") Permit No. R8-2009-0030 (the "Permit"), which governs storm water and non-storm water discharges resulting from municipal activities performed by City or its contractors. In order to comply with the Permit requirements, the County of Orange has prepared a Drainage Area Management Plan ("DAMP"), containing Model Maintenance Procedures with Best Management Practices ("BMPs") that City and its contractors must adhere to. The Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Examples include: wash water from cleaning of sidewalks or parking lots must be collected and disposed of in the sewer or landscaped areas.

b. The Permit, the DAMP and the Model Maintenance Procedures are on file in the office of City's Director of Public Works. Contractor hereby acknowledges that it has read, reviewed and understands the Permit, the DAMP and the Model Maintenance Procedures, as they relate to the Work and hereby shall perform the Work in conformance therewith.

ARTICLE 7

Independent Contractor; Contractor not Agent

a. At all times during the term of this Contract, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Contract. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Contract. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

b. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

ARTICLE 8

Public Work; Prevailing Wage

a. The Work which is the subject of this Contract is a "public work," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid.

To the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that Contractor, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

b. Attached hereto as Attachment No. 1 and incorporated herein by this reference is a copy of the provisions of Sections 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815 of the California Labor Code. Contractor hereby acknowledges that it has read, reviewed and understands those provisions of the Labor Code and shall prosecute and complete the Work under this Contract in strict compliance with all of those terms and provisions.

c. Contractor shall secure the payment of compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code. Accordingly, and as required by Section 1861 of the California Labor Code, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require 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."

d. Contractor shall indemnify, protect, defend and hold harmless City and its officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, expense, and/or "increased costs" (including reasonable attorney's fees, court and litigation costs, and fees of expert witnesses) which result or arise in any way from the noncompliance by Contractor of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages). It is agreed by the parties that, in connection with the construction of the Work which is the subject of this Contract, Contractor shall bear all risks of payment or non-payment of state prevailing wages. "Increased costs" as used in this paragraph shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Contract.

ARTICLE 9

Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion,

sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions 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 shall post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and 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, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any Work covered by this Contract, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

ARTICLE 10

Conflicts of Interest

Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the builder for any project for which the design work is part of this Contract.

ARTICLE 11

Indemnity

Contractor shall defend, indemnify and hold harmless City and its officers, officials, agents, and employees from and against:

a. Any and all claims, liabilities, losses, damages, penalties, costs or expenses (including reasonable attorneys' fees and court costs) which City may directly or indirectly sustain or suffer arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or the property of any person which shall occur on or adjacent to the real property which is the subject of this Contract, or in connection with performance of this Contract which may be directly or indirectly caused by the acts or omissions of Contractor or its officers, employees, contractors or agents, or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance. Contractor shall not be responsible for (and such indemnity shall not apply to) any willful misconduct, negligence or breach of this Contract by City or its officers, officials, agents, and employees. The foregoing indemnity shall survive termination of this Contract.

b. Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out

of Contractor's Work under this Contract, including any and all claims under any law pertaining to Contractor's status as an independent contractor.

ARTICLE 12

Insurance

a. Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder and the results of that Work by Contractor, its agents, representatives, employees or subcontractors. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Contract.

b. Contractor shall maintain the following minimum amount of insurance: the greater of either the limits set forth in (1) through (4), below; or all of the insurance coverage and/or limits carried by or available to Contractor.

- | | | |
|---------------------------|-------------|--|
| (1) General Liability | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation | | as required by the State of California. |
| (4) Employer's Liability | \$1,000,000 | per accident for bodily injury or disease. |

c. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor under this Contract.

d. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its officers, officials, agents and employees; or Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

e. Each policy of general liability and automotive liability insurance shall contain, or be endorsed to contain, the following provisions:

(1) City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor (any auto), and with respect to liability arising out of Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such Work or operations. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 12.b, above, shall apply to City as an additional insured.

(2) For any claims related to this Contract, Contractor's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents and employees shall be excess of Contractor's insurance and shall not contribute with it.

(3) Coverage shall not be canceled, except after thirty (30) days' prior written notice has been provided to City.

f. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Article 12. The endorsements shall be on forms acceptable to City. All certificates and endorsements are to be received and approved by City before the Work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

g. All insurance procured and maintained by Contractor shall be issued by insurers admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide.

h. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Contract unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom by way of set-off from any sums owed Contractor.

i. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all Work performed by Contractor, its employees, agents and subcontractors. Contractor shall obtain any other endorsement that may be necessary to effect this waiver of subrogation.

j. Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

ARTICLE 13

Termination

City, acting through its City Manager or designee, reserves the right to terminate this Contract for any reason by giving five (5) days' written notice of intent to terminate to Contractor. Upon receipt of notice, Contractor shall immediately cease work, unless the notice provides otherwise. Should City terminate this Contract, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Contract, unless such termination shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

ARTICLE 14

Maintenance and Inspection of Records

In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Contract. During the term of this Contract and for a period of three (3) years after termination or completion of this Contract, City shall have the right to inspect and/or audit Contractor's records pertaining to the performance of this Contract at Contractor's office. Contractor shall make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

ARTICLE 15

Compliance with Laws

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by Contractor or any subcontractor hereunder.

b. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Contract comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Contract who is ineligible to work in the United States or under the terms of this Contract; and

(3) Has properly maintained, and shall at all times during the term of this Contract properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Contract respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

c. Contractor shall require all subcontractors and/or subconsultants to make the same representations and warranties required by this Article 15 when hired to perform services under this Contract.

d. Contractor shall, upon request of City, provide a list of all employees working under this Contract and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Contract without written notice to City, accompanied by the verification required herein for such employees. Contractor shall require all subcontractors and/or sub-consultants to make the same verification when hired to perform services under this Contract.

e. If Contractor, or a subcontractor or subconsultant, knowingly employs an employee providing Work under this Contract who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, such shall constitute a material breach of this Contract and may be cause for immediate termination of this Contract by City.

f. Contractor shall indemnify and hold City, its officials and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.

ARTICLE 16

Governing Law and Venue

This Contract shall be construed in accordance with and governed by the laws of the State of California and Contractor shall submit to the jurisdiction of California courts. Venue for any dispute arising under this Contract shall be in Orange County, California.

ARTICLE 17

Integration and Amendment

a. This Contract constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the Work to be performed under this Contract shall be of any force or effect unless it is in writing and signed by both parties. Any Work performed which is inconsistent with or in violation of the provisions of this Contract shall not be compensated.

b. Amendments to this Contract must be in writing and signed by both parties. The City Manager is authorized to execute amendments to this Contract up to the amounts specified in Chapter 3.08 of the Orange Municipal Code.

ARTICLE 18

Notice

Except as otherwise provided herein, all notices required under this Contract shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

R.J. Noble Company
15505 E. Lincoln Ave.
Orange, CA 92865

Attn: Steven L. Mendoza

Telephone: 714-637-1550
E-Mail: stevemendoza@rjnoblecompany.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591

Attn: Behrooz Nikjoo

Telephone: 714-744-5531
E-Mail: bnikjoo@cityoforange.org

ARTICLE 19

Claim Resolution

City and Contractor agree that the claim resolution process applicable to any claim by Contractor in connection with the Work provided herein shall be subject to the procedures set forth in California Public Contract Code Section 9204, attached hereto as Attachment No. 2, and incorporated herein by this reference.

ARTICLE 20

Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

"CITY"

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE
APPROVED BY:

ATTEST:

Connor Hyland
Senior Assistant City Attorney

Pamela Coleman, City Clerk

"CONTRACTOR"

R.J. NOBLE COMPANY, a California corporation

*[Note: Signature of Chairman of the
Board, President or Vice President is
required]*

By: ^x 
Printed Name: STEVEN L. MENDOZA
Title: VICE PRESIDENT

*[Note: Signature of Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer is also required]*

By: ^x 
Printed Name: JACOB BREEDLOVE
Title: ASSISTANT SECRETARY

√

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 ORANGE

On 07/16/2026

before me,

J. DEIONGH, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

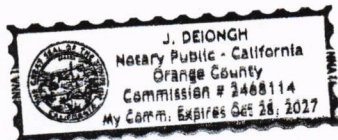
personally appeared STEVEN L. MENDOZA

Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature

[Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

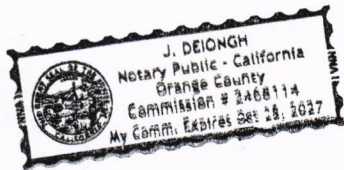
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 ORANGE }
 On 07/16/2026 before me, J. DEIONGH, NOTARY PUBLIC
 Date Here Insert Name and Title of the Officer
 personally appeared JACOB BREEDLOVE
 Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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

[Handwritten Signature]

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

ATTACHMENT NO. 1

CALIFORNIA LABOR CODE

SECTIONS 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815

Section 1725.5. Registration of contractors; mandatory registration; qualifications and application; fees; exempt contractors

A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1)(A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

- (i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.
- (ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.
- (d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:
 - (1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.
 - (2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.
 - (3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).
- (e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.
- (f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Section 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

Section 1771.1. Registration as a contractor or subcontractor required prior to bid submission; exceptions; violations; penalties

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100)

for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Section 1771.4. Additional requirements when bidding and awarding public works contracts

(a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.

Section 1775. Penalties for violations

(a)(1) The contractor and any subcontractor under the contract shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor

or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

Section 1776. Payroll records; retention; inspection; redacted information; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules

(a) Each contractor and subcontractor 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 him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

Section 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions; compliance program

(a)(1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(2) For purposes of this chapter, "apprenticeship program" means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.

(b)(1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written

apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator

of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2)(A) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

Section 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty- five dollars (\$25) for each worker employed in the execution of

the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

Section 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

ATTACHMENT NO. 2

CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204

Section 9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process (Eff: January 1, 2017)

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

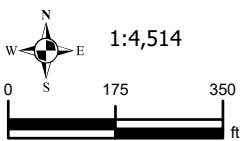
CDBG FY 2025-2026 Street Rehabilitation
Bid No. 25-26-20, Project No. SP-4329
Date of Bid Opening: 6/10/2025

ENGINEER'S ESTIMATE			1		2		3		4		5		6		7					
			R. J. Noble Company		COPF Contracting, Inc.		Sequel Contractors, Inc.		Onys Paving Company, Inc.		Hardy & Harper, Inc.		Elegant Construction, Inc.		Elite Design and Construction, Inc.					
			Orange, CA		Brea Park, CA		Santa Fe Springs, CA		Yorba Linda, CA		Lake Forest, CA		Irvine, CA		Marina Del Rey, CA					
			Tel. No.	(714) 637-1500	Tel. No.	(714) 522-7774	Tel. No.	(562) 805-7227	Tel. No.	(714) 632-6699	Tel. No.	(714) 444-1871	Tel. No.	(949) 844-5161	Tel. No.	(310) 810-7319				
NO.	DESCRIPTION OF WORK	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT				
PAVEMENT IMPROVEMENTS																				
1	2" Cold Plane Existing AC Pavement - Residential	8360	SY	\$	10.00	\$83,600.00	\$3.95	\$33,022.00	\$7.64	\$63,870.40	\$3.83	\$32,186.00	\$6.00	\$50,160.00	\$10.00	\$83,600.00	\$4.68	\$39,124.80	\$7.23	\$60,610.00
2	Remove Asphalt Concrete/Subgrade (Residential 4" Unclassified Excavation)	50	CY	\$	180.00	\$9,000.00	\$220.00	\$11,000.00	\$229.00	\$11,450.00	\$300.00	\$15,000.00	\$250.00	\$12,500.00	\$200.00	\$10,000.00	\$183.00	\$9,150.00	\$184.94	\$9,247.00
3	Asphalt Concrete Pavement - Residential Base Course	100	TON	\$	185.00	\$18,500.00	\$160.00	\$16,000.00	\$250.00	\$25,000.00	\$175.00	\$17,500.00	\$250.00	\$25,000.00	\$225.00	\$22,500.00	\$131.71	\$13,171.00	\$245.00	\$24,500.00
4	Asphalt Rubberized Hot Mix (ARHM) - Residential Surface Course (1 1/2" Class ARHM-G1-C)	940	TON	\$	180.00	\$169,200.00	\$151.35	\$142,299.00	\$133.00	\$125,020.00	\$175.00	\$164,500.00	\$220.00	\$206,800.00	\$160.00	\$150,400.00	\$150.06	\$141,056.40	\$225.00	\$211,500.00
5	Adjust/Remove & Replace Water Valve Box per City Std. No. 408	26	EA	\$	1,300.00	\$33,800.00	\$1,150.00	\$29,900.00	\$1,290.00	\$33,540.00	\$1,800.00	\$46,800.00	\$1,250.00	\$32,500.00	\$1,900.00	\$49,400.00	\$4,087.00	\$106,262.00	\$850.00	\$22,100.00
6	Adjust Manhole Frame & Cover to Grade per City Std. No. 408	7	EA	\$	1,300.00	\$9,100.00	\$1,150.00	\$8,050.00	\$975.00	\$6,825.00	\$1,800.00	\$12,600.00	\$1,250.00	\$8,750.00	\$1,500.00	\$10,500.00	\$4,758.00	\$33,306.00	\$1,800.00	\$12,600.00
7	Horizontally Sawcut Curb, Or Remove Existing Curb And Sidewalk Access Ramp, And Construct New Ramp Per City Std. Plan No. 121 With Detectable Warning Surface (Truncated Dome 4" X 3")	10	EA	\$	8,000.00	\$80,000.00	\$7,000.00	\$70,000.00		\$77,250.00		\$75,000.00		\$95,000.00		\$90,000.00		\$109,800.00		\$65,000.00
8	Install Detectable Warning Surface (Truncated Dome 4" X 3") per City Std. Plan No. 121 on existing sidewalk	2	EA	\$	1,600.00	\$3,200.00	\$1,400.00	\$2,800.00	\$1,400.00	\$2,800.00	\$1,200.00	\$2,400.00	\$1,750.00	\$3,500.00	\$2,500.00	\$5,000.00	\$1,220.00	\$2,440.00	\$950.00	\$1,900.00
9	Sawcut & Remove Existing and Construct Residential Concrete Curb and Gutter, Type A per City Std. Plan No. 117 8" or Matching Existing Curb Height	90	LF	\$	120.00	\$10,800.00	\$125.00	\$11,250.00	\$95.00	\$8,550.00		\$12,600.00		\$9,000.00		\$11,700.00		\$7,137.00		\$10,800.00
10	Remove Existing and Construct Residential Concrete Sidewalk per City Std. Plan No. 118 & 120	90	SF	\$	30.00	\$2,700.00	\$18.00	\$1,620.00	\$22.00	\$1,980.00	\$45.00	\$4,050.00	\$35.00	\$3,150.00	\$30.00	\$2,700.00	\$61.00	\$5,490.00	\$32.00	\$2,880.00
11	Inventory and install Traffic Signing & Striping, pavement markings (diamonds), and Raised Pavement Markers (RPMP) for Residential Collector Streets per M&G/Cr	1	LS	\$	25,000.00	\$25,000.00	\$16,000.00	\$16,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$7,500.00	\$7,500.00	\$29,200.00	\$29,200.00	\$5,000.00	\$5,000.00	\$30,000.00	\$30,000.00
12	2" Cold Plane Existing AC Pavement - Residential	1387	SY	\$	10.00	\$13,870.00	\$6.10	\$20,660.70	\$8.05	\$27,265.35	\$9.00	\$30,483.56	\$6.00	\$20,322.00	\$10.00	\$13,870.00	\$5.10	\$18,628.50	\$7.23	\$24,555.75
13	Remove Asphalt Concrete/Subgrade (Residential 4" Unclassified Excavation)	10	CY	\$	180.00	\$1,800.00	\$220.00	\$4,180.00	\$229.00	\$4,351.00	\$300.00	\$5,700.00	\$250.00	\$4,750.00	\$200.00	\$3,600.00	\$183.00	\$1,827.00	\$184.94	\$1,847.25
14	Asphalt Concrete Pavement - Residential Base Course	38	TON	\$	185.00	\$7,030.00	\$160.00	\$6,080.00	\$250.00	\$9,500.00	\$175.00	\$6,637.50	\$250.00	\$9,500.00	\$225.00	\$8,550.00	\$131.00	\$5,814.00	\$245.00	\$9,310.00
15	Asphalt Rubberized Hot Mix (ARHM) - Residential Surface Course (1 1/2" Class ARHM-G1-C)	381	TON	\$	180.00	\$68,580.00	\$171.00	\$65,151.00	\$133.00	\$50,673.00	\$175.00	\$66,675.00	\$200.00	\$76,200.00	\$160.00	\$60,960.00	\$173.00	\$65,532.00	\$225.00	\$85,725.00
16	Adjust Manhole Frame & Cover to Grade per City Std. No. 408	4	EA	\$	3,900.00	\$15,600.00	\$1,150.00	\$4,600.00	\$975.00	\$3,900.00	\$1,800.00	\$7,200.00	\$850.00	\$3,400.00	\$1,500.00	\$6,000.00	\$4,758.00	\$19,032.00	\$1,800.00	\$7,200.00
17	Inventory and install Traffic Signing & Striping, pavement markings (diamonds), and Raised Pavement Markers (RPMP) for Residential Collector Streets per M&G/Cr	1	LS	\$	25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$1,700.00	\$1,700.00	\$4,000.00	\$4,000.00	\$15,000.00	\$15,000.00	\$6,820.00	\$6,820.00	\$2,000.00	\$2,000.00	\$14,000.00	\$14,000.00
Grand Total						\$988,500.10		\$497,589.70		\$445,674.75		\$595,384.00		\$341,153.00		\$485,000.00		\$686,000.00		\$988,500.10



- City Boundaries
- CDBG Funded

NOTE: Recent data updates may not be reflected on this map at the time of printing, use at your discretion. No part of this map shall be reproduced for commercial purposes.

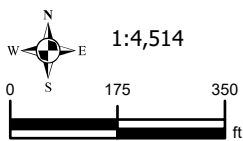


Date Exported: 4/28/2026
Credits: City of Orange (2026)

CITY OF ORANGE Location Map 1



- City Boundaries
- CDBG Funded
- Non CDBG Funded



Date Exported: 4/28/2026
Credits: City of Orange (2026)

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Agenda Item

Orange City Council

Item #: 3.10.

7/28/2026

File #: 26-0387

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Award of Contract to Hydroblast, a sole proprietorship, for steam cleaning services at various locations

2. SUMMARY

Proposals for steam cleaning services at various locations throughout the City were received on June 4, 2026 (RFP No. 25-26.17). Two contractors responded to the Request for Proposals (RFP). Hydroblast was the highest-ranked contractor, with a cost proposal of \$75,208 per year. The contract is for an initial five-year term, with the option of two one-year extensions. The contract will be written in the annual amount of \$86,489.20, which includes a fifteen percent contingency to cover unscheduled cleaning services, as necessary.

3. RECOMMENDED ACTION

Approve a five-year contract with Hydroblast in the amount of \$432,446, at \$86,489.20 per year, for steam cleaning services at various locations; and authorize the Mayor and City Clerk to execute the agreement on behalf of the City.

4. FISCAL IMPACT

The expense for this contract is \$86,489.20 and will be funded through General Fund (100).

100-5201-56999- Other Repair/Maint Services \$23,023

100-5002-56999- Other Repair/Maint Services \$63,466.20

This contract is for five years totaling \$432,446, payable in \$86,489.20 annual installment. Future installments will be requested in conjunction with the annual budget.

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

This service area encompasses steam cleaning services for public sidewalks within the Old Towne spoke streets, including trash receptacles, the Plaza Quadrants, and other designated pedestrian areas. The contract additionally provides for steam cleaning of areas authorized under the City's outdoor dining permit program, as well as the stairwells of the Old Towne West Parking Structure and

the Orange Train Station platform.

The previous contract for these services expired and was not renewed. In the interim, City staff have augmented these services while a new Request for Proposals was prepared and solicited. The scope of the new contract reflects current conditions within the service area, including increased pedestrian activity, expanded outdoor dining operations, continued restaurant growth, and rising public transit ridership. Under the proposed contract, outdoor dining areas will be cleaned on a weekly schedule, consistent with the requirements of the City's Outdoor Dining Permit Program, while all other designated service areas will be maintained on a monthly schedule. Work will generally be conducted from 6AM to 10AM, as work needs to be conducted during hours when there is low to no pedestrian traffic within the Plaza area.

A Request for Proposals (RFP) was publicly advertised for two weeks beginning May 21, 2026. Two proposals were received on June 4, 2026, as follows:

- | | |
|--|-----------|
| 1. Hydroblast, Orange, CA | \$75,208 |
| 2. Premier Property Preservation, Van Nuys, CA | \$293,688 |

A rating panel comprised of three members of the Public Works Department evaluated the proposals in accordance with the selection criteria established in the RFP. The evaluation committee unanimously ranked Hydroblast as the highest-scoring firm. Hydroblast performed the steam cleaning services within this service area for many years as a subcontractor under the City's previous contract and has consistently demonstrated a high level of responsiveness, reliability, and quality performance. Hydroblast has also effectively accommodated special cleaning requests associated with City-sponsored events.

7. ATTACHMENTS

- Maintenance Services Agreement
- Outdoor Dining - Steam Cleaning Location - June 2026



Agenda Item

Orange City Council

Item #: 3.10.

7/28/2026

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7. ATTACHMENTS

- Maintenance Services Agreement
- Outdoor Dining - Steam Cleaning Location - June 2026

MAINTENANCE SERVICES AGREEMENT
[Maintenance Services for Steam Cleaning Services at Various Locations]

THIS MAINTENANCE SERVICES AGREEMENT (the “Agreement”) is made at Orange, California, on this _____ day of _____, 2026 by and between the CITY OF ORANGE, a municipal corporation (“City”) and HYDROBLAST, a sole proprietorship (“Contractor”), who agree as follows.

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by this reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. Contractor represents that it is experienced in performing the work and will follow the highest professional standards in performance of the work. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Ruben Hernandez (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

2. Total Compensation, Annual Compensation and Fee Schedule.

a. Contractor’s total compensation for all services performed under this Agreement, shall not exceed THREE HUNDRED SEVENTY-SIX THOUSAND FORTY DOLLARS and 00/100 (\$376,040.00) total over five-year initial term, at SEVENTY-FIVE THOUSAND TWO HUNDRED EIGHT DOLLARS and 00/100 (\$75,208.00) per year, without the prior written authorization of City. The compensation for services performed under this Agreement shall be paid as specified in Exhibit “B”, which is attached hereto and incorporated herein by this reference.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

c. In addition to the schedule services to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by City’s Project Manager. In anticipation of such contingencies, the sum of FIFTY-SIX THOUSAND FOUR HUNDRED SIX DOLLARS and 00/100 (\$56,406.00) has been added to the total compensation of this Agreement. City’s Project Manager may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as

City's Project Manager and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefor, up to the amount of the authorized contingency, shall be memorialized in the form of an Amendment to Agreement approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services performed under this Agreement shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by City's Project Manager prior to the commencement of such services.

d. The total amount of compensation under this Agreement, including contingencies, shall not exceed FOUR HUNDRED THIRTY-TWO THOUSAND FOUR HUNDRED FOURTY-SIX DOLLARS and 00/100 (\$432,446.00)

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time, and adjustment of the compensation to be paid by City to Contractor.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from

all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Except as otherwise authorized by City's Project Manager, only the employees of Contractor shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has had the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Term.**

a. The term of this Agreement shall be for five (5) fiscal years, commencing on July 1, 2026, and ending on June 30, 2031 (the "Expiration Date"); provided, however, that the City has the right to extend the Agreement for the following terms:

- First Extension (the "First Extension term") commencing on July 1, 2031, and terminating on June 30, 2032, in an annual amount not to exceed EIGHTY-SIX THOUSAND FOUR HUNDRED EIGHTY-NINE DOLLARS and 20/100 (\$86,489.20).
- Second Extension (the "Second Extension Term") commencing on July 1, 2032, and terminating on June 30, 2033, in an annual amount not to exceed that amount defined below.

b. The City Manager is hereby authorized on behalf of the City to give written notice to the Contractor of the City's intention to exercise each Extension (if at all) no later than thirty days prior to the end of the Expiration Date or the then expiring Extension; provided, however, that the City's notice of its intention to extend the term of the Contract for each Extension shall be expressly conditioned upon and subject to the approval by the City Council, in its sole and absolute discretion, of an amount sufficient to pay the compensation set forth herein for each Extension as part of its annual budget approval process prior to the beginning of each Extension. While the parties

acknowledge that the City is required to give its notice of intention to extend the term of the Contract not later than thirty (30) days prior to the date that the initial term or then current Extension would otherwise end, it is possible that the City Council's approval of its annual budget and appropriation of funds for the Extension in question may occur thereafter. Accordingly, if the City Council fails to approve and appropriate funds sufficient to pay the amount of compensation set fourth herein for an Extension, the Contract shall terminate and be of no further force and effect as of expiration of the initial term or the then current Extension. Moreover, in the event the City gives the Contractor written notice exercising an Extension and the City Council fails to appropriate funds sufficient to pay the amount of compensation for the Extension in question after the Contractor has performed services under the Extension, the Contractor will be equitably compensated for all services performed under any portion of an Extension through the date of termination of the Contract.

c. Increases based upon Consumer Price Index ("CPI") shall commence with the Second Extension Term, as follows. Following the City's exercise of its option to extend the term of this Agreement for the Second Extension Term the Compensation payable to the Contractor under the Contract shall be increased on the commencement date of the Second Extension Term to the lesser of: (1) the product obtained by multiplying the monthly compensation payable to the Contractor for the month prior to the Expiration Date of the First Extension by the quotient obtained by dividing the Consumer Price Index ("CPI") for July 2032 into the CPI for calendar month two (2) months before the Second Extensions; or (2) two percent (2%). In no event shall the increase for the Second Extension Term be greater than two percent (2%). The term "Consumer Price Index" or "CPI" means the Consumer Price Index for all Urban Consumers (All Items) as published by the United States Department of Labor, Bureau of Labor Statistics for the Los Angeles/Riverside/Orange Counties metropolitan area.

d. Any Extension, if properly exercised, shall be memorialized in the form of an amendment to this Agreement. The City Manager is hereby authorized to approve and execute amendments to this Agreement reflecting the exercise of each Extension and the amount of compensation (including the amount of funds to be made available for additional work or services) payable to Contractor for each respective Extension.

11. Time Is of the Essence. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. Reserved.

13. Delays and Extensions of Time. Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. Products of Contractor. The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions 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, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and 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, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. Reserved.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Agreement.

f. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

g. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

h. All insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide.

i. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

j. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

k. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the “records”) pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days’ notice from City, and copies thereof shall be furnished if requested.

21. Compliance with Laws/Background.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. The work provided for in this Agreement constitutes a “public works,” as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor’s employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers and shall comply with all statutory requirements thereunder. Statutory provisions for penalties for failure to comply with prevailing wage laws will be enforced. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor’s employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law

compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

e. Contractor shall require all subcontractors to make the same representations and warranties as set forth herein.

f. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

g. All personnel performing any services to City under this Contract shall possess sufficient experience and security records to perform the work at public facilities. Contractor shall conduct and complete, to City's satisfaction, sufficient background checks to ensure no personnel performing services under this Contract is listed on the National Sex Offender Public Registry ("NSOPR"). Contractor shall monitor personnel security records to ensure no existing or new employees performing services under this Contract are added to the NSOPR or convicted of any crimes that would disqualify them from adhering to conduct conducive to public safety.

h. All costs associated with the documentation and verification required herein shall be borne by Contractor. Contractor shall require all subcontractors to provide the same documentation and verification when hired to perform services under this Contract. City has the right, in its sole and absolute discretion, to reject any employee of Contractor assigned to perform services for City, with or without cause, at the time of such assignment or at any time thereafter, and Contractor shall remove that employee from providing services to City to the extent permitted by law and any applicable collective bargaining agreement. City's rights under this Article shall not be exercised in an arbitrary or capricious manner, or with the intent of forcing a termination of this Contract.

i. Contractor agrees to indemnify and hold City, its officials, and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within 3 days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

Hydroblast
726 W. Angus Ave., Ste G
Orange, CA 92868
Attn.: Steve Ammann

Telephone: 714-381-1922
E-Mail: hydroblastpw@hotmail.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Ruben Hernandez

Telephone: 714-532-6480
E-Mail: rhernandez@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

"CONTRACTOR"

HYDROBLAST, a sole proprietorship

*By: [Signature]
Printed Name: STEVE AMMAN
Title: Owner: owner

"CITY"

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Connor Hyland
Senior Assistant City Attorney

✓

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

HYDROBLAST, a sole proprietorship

*By: _____

Printed Name: _____

Title: Owner: _____

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____

Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Connor Hyland
Senior Assistant City Attorney

√ X

EXHIBIT “A”

SCOPE OF SERVICES

[Beneath this sheet.]

Scope of Work

Steam Cleaning of City Old Towne Plaza Hardscape

Steam cleaning/power washing services:

- (1) Old Towne Plaza Hardscape: public sidewalks, quadrants, and trash containers
- (2) Civic Center Terrazzo quad/walkways
- (3) Parking Structure Stairwells (2 locations, 5 levels)
- (4) Depot Train Station Platform

SCOPE OF WORK

Power Washing/Steam Cleaning: Contractor shall provide supervision, equipment, tools, labor, and materials to steam-clean/power-wash designated hardscape areas. The steam cleaning process shall remove gum, spills, dirt, spots, food, vomit, blood, oils, and grime from the designated areas to the satisfaction of the City inspector. In the case of hard-to-remove stains, the Contractor shall use an environmentally sensitive stain remover.

Any overspray on private property/store fronts caused by the cleaning process, and any debris (trash, cigarette butts, pine needles, etc.) washed into adjacent areas (streets, parking areas, etc.), should be removed prior to leaving the cleaned area. The contractor will be responsible for damage to sidewalks resulting from excessive water pressure, heat, or improper cleaning techniques.

The cleaning of trash containers shall be included as part of the spoke streets and quadrants steam cleaning services, covering both the interior and exterior of the identified trash containers.

Frequencies/Timing: The Old Towne Plaza area must be steam-cleaned weekly, biweekly, or monthly, as outlined in Attachment 2. Both outlying buildings and trash containers require frequent cleaning. Surfaces shall be cleaned no earlier than 12:30 a.m. and finished no later than 4:00 a.m. to minimize disruption to persons living and working in the area – see Attachment 2 for specific information. Exact times for cleaning of other areas shall be reviewed and approved by the City prior to start. Arrival and completion times shall be reported to the Field Services Inspector the following morning. Time and date-stamped photos of the cleaned areas must be taken and submitted to the city inspector no later than the day following any cleaning. **The city may elect to delete/change service areas and change service frequencies as necessitated by available funding.**

General locations and areas cleaned: Below are the general locations by category. Various exhibits provide more specific location information and measurements.

(1) Old Towne Plaza Hardscapes

- Steam clean and pressure wash all the sidewalks in the Plaza quadrants, including the spoke streets (North & South Glassell and East and West Chapman), dining areas, and all public trash containers within the spoke streets as defined on the area map. Frequencies and square footage for each area are shown in Attachment 2.

- (2) **Civic Center Terrazzo Quad/Walkways**
 - Steam clean and pressure wash the Terrazzo, quadrants, and walkways at City Hall as defined on the Civic Center Map, Attachment 2.
- (3) **Orange Train Station Platform**
 - Steam clean and pressure wash the train station platform, including the ADA ramp and pedestrian undercrossing.
- (4) **Old Towne West Public Parking Structure Stairwells**
 - Steam-clean 2 stairwells across 5 levels within the parking structure.

ENVIRONMENTAL REQUIREMENTS

All wash water runoff must be collected, reclaimed, and disposed of in accordance with the approved method. By no means shall any cleaning wastewater enter the storm drain inlets/system during or after the cleaning process.

EXHIBIT “B”

COMPENSATION FOR SERVICES

[Beneath this sheet.]

EXHIBIT B

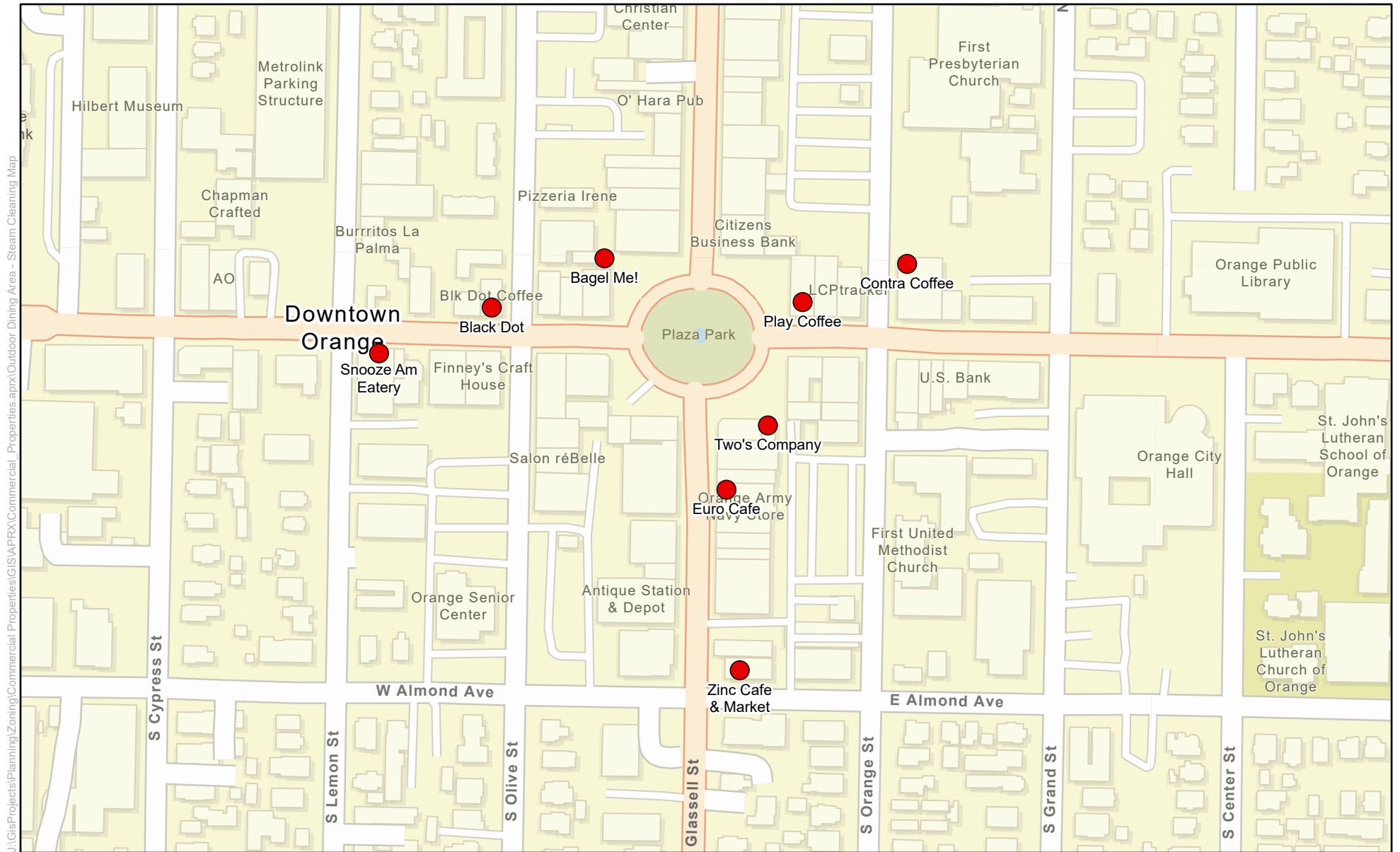
STEAM CLEANING LOCATIONS	SF	AREA DESCRIPTION	Weekly Rate	Bi-Weekly Rate	Monthly Rate
Quadrant Areas					
	3,650	Northwest Quadrant	\$112.00	\$148.00	\$210.00
	3,650	Southeast Quadrant	\$112.00	\$148.00	\$210.00
	3,650	Northeast Quadrant	\$112.00	\$148.00	\$210.00
	3,650	Southwest Quadrant	\$112.00	\$148.00	\$210.00
	14,600	TOTAL	\$448.00	\$592.00	\$840.00
Spokes Streets					
	2,300	West Chapman Ave: Lemon to Olive, South side	\$45.00	\$58.00	\$94.00
	1,200	West Chapman Ave: Olive to Plaza, South side	\$24.00	\$31.00	\$48.00
	2,300	West Chapman Ave: Lemont to Olive, North side	\$45.00	\$58.00	\$94.00
	1,200	West Chapman Ave: Olive to Plaza, North side	\$24.00	\$31.00	\$48.00
	2,000	North Olive Street: From Chapman, West side	\$39.00	\$53.00	\$45.00
	3,000	North Olive Street: From Chapman, East side	\$57.00	\$78.00	\$121.00
	1,200	South Olive Street: From Chapman, West side	\$24.00	\$31.00	\$94.00
	1,200	South Olive Street: from Chapman, East side	\$24.00	\$31.00	\$94.00
	1,700	South Lemon Street: from Chapman, East side	\$33.00	\$45.00	\$69.00
	1,800	North Lemon Street: from Chapman, East side	\$35.00	\$47.00	\$71.00
	6,000	North Glassell St: Maple-Plaza, West side	\$114.00	\$156.00	\$230.00
	6,000	North Glassell St: Maple-Plaza, East side	\$114.00	\$156.00	\$230.00
	1,500	East Maple Ave: from Glassell, South side	\$30.00	\$35.00	\$66.00
	2,300	East Chapman Ave: Grand-Orange, North side	\$45.00	\$58.00	\$94.00
	1,200	East Chapman Ave: Orange-Plaza, North side	\$24.00	\$31.00	\$48.00
	2,300	East Chapman Ave: Grand-Orange, South side	\$45.00	\$58.00	\$94.00
	1,200	East Chapman Ave: Orange-Plaza, South side	\$24.00	\$31.00	\$48.00
	1,500	North Orange St: from Chapman, West side	\$30.00	\$43.00	\$53.00
	1,500	North Orange St: from Chapman, East side	\$30.00	\$43.00	\$53.00
	1,800	South Orange St: from Chapman, West side	\$35.00	\$48.00	\$60.00
	1,800	South Orange St: from Chapman, East side	\$35.00	\$48.00	\$60.00
	6,500	South Glassell St: Almond-Plaza, West side	\$123.00	\$162.00	\$240.00
	6,500	South Glassell St: Almond-Plaza, East side	\$123.00	\$162.00	\$240.00
	1,400	East Almond Ave: from Glassell, North side	\$28.00	\$32.00	\$50.00
	59,400	TOTAL	\$1,150.00	\$1,526.00	\$2,344.00
		ADDRESS			
Civic Center	1,700	300 E Chapman Avenue	\$115.00	\$195.00	\$285.00
Orange Train Station Platform	48,604	194 N Atchison Street	\$485.00	\$645.00	\$890.00
Old Towne West Public Parking Structure Stairwells	N/A	130 S Lemon Street	\$215.00	\$285.00	\$525.00

		WEEKLY	BI-WEEKLY	MONTHLY	YEARLY
QUADRANTS	ONE TIME/MONTH	\$1,792.00	\$1,184.00	\$840.00	\$10,080.00
SPOKE STREETS	ONE TIME/MONTH	\$4,600.00	\$3,052.00	\$2,344.00	\$28,128.00
OUTDOOR DINING PERMIT	52 TIMES/YEAR	\$385.00		\$20,020.00	\$20,020.00
ORANGE TRAIN STATION	ONE TIME/MONTH	\$1,940.00	\$1,290.00	\$890.00	\$10,680.00
OLD TOWNE WEST STRUCTURE TWO STAIRWELLS	ONE TIME/MONTH	\$860.00	\$570.00	\$525.00	\$6,300.00

\$75,208.00

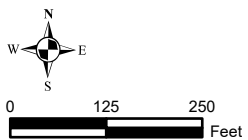
SIGNATURE

Stephen J. Hyndes



Legend

● Steam Cleaning Location



6/23/2026

Source: City of Orange (2026)

Exhibit 1

CITY OF ORANGE OUTDOOR DINING AREA STEAM CLEANING



Agenda Item

Orange City Council

Item #: 3.11.

7/28/2026

File #: 26-0313

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Leslie Hardy, Community and Library Services Director

1. SUBJECT

Notice of Completion and Acceptance for Hart Park Pickleball and Fitness Circuit Site Project

2. SUMMARY

The City entered into a contract with Deark E&C, Inc. (Bid No. 24-25.05; Agreement No. 7837), to construct pickleball courts and fitness circuit, fencing, an ADA-compliant sidewalk ramp, concrete and paver pathways, asphalt drive aisle to orchard, shade structures, bike rack, bottle-filling chilled drinking fountain, benches, trash receptacles, display case, lighting, and storm drain equipment. The work has been completed in accordance with the terms of the agreement and to the satisfaction of the Community and Library Services Department.

The total approved budget for the Hart Park Pickleball and Fitness Circuit Site Project (20315) was \$2,860,000.00. The awarded construction contract amount with Deark E&C, Inc., including contingencies totaled \$2,351,800.00. The final construction was completed within budget at a cost of \$2,279,185.58.

3. RECOMMENDED ACTION

1. Accept the Hart Park Pickleball and Fitness Circuit Site as complete.
2. Authorize City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's Office.

4. ATTACHMENTS

- Notice of Completion and Acceptance



Agenda Item

Orange City Council

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1. Accept the Hart Park Pickleball and Fitness Circuit Site as complete.
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4. ATTACHMENTS

- Notice of Completion and Acceptance

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Orange
300 East Chapman Avenue
Orange, California 92866
Attention: City Clerk

[Space above this line for Recorder's use only.]

THIS DOCUMENT IS RECORDED AT THE
REQUEST AND FOR THE BENEFIT OF THE CITY
OF ORANGE AND IS EXEMPT FROM THE
PAYMENT OF A RECORDING FEE PURSUANT
TO GOVERNMENT CODE SECTIONS 6103 AND
27383.

NOTICE OF COMPLETION AND ACCEPTANCE

NOTICE IS HEREBY GIVEN that work on that certain public work and improvements known as "Hart Park Pickleball and Fitness Circuit Site (Bid No. 24-25.05)" (herein referred to as the 'Project'), for the owner, the City of Orange, a municipal corporation (herein referred to as the 'City'), whose address is 300 E. Chapman Avenue, Orange, CA 92866, was completed and accepted by the City Council of the City of Orange on July 28, 2026 at a regular meeting of its members, at which a quorum was present and acting throughout. The Project was performed at Hart Park, 701 S. Glassell St., in the City of Orange. The Contractor who performed (or caused to be performed) said public work and improvements was Dearth E&C, Inc., with its principal office at 1335 W. Valencia Dr. Ste P, Fullerton, CA 92833.

The name of the surety on the payment bond for the Project is Merchants Bonding Company (Mutual), Iowa (Bond No. 101308133) in the amount of \$2,138,000.00.

DATED as of the 28th day of July 2026.

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor, City of Orange

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Daniel R. Slater, Mayor of the City of Orange, state that I have read the foregoing document, know the contents thereof, and that the facts therein stated are true of my own knowledge. I hereby declare under penalty of perjury that the foregoing is true and correct.

DATED as of the 28th day of July 2026.

Daniel R. Slater, Mayor, City of Orange

I, Pamela Coleman, City Clerk for the City of Orange, hereby attest that Daniel R. Slater is known to me to be the Mayor of the City of Orange and known to me to be the person who executed the within instrument on behalf of said municipal corporation, and acknowledged to me that the City of Orange executed the same.

Pamela Coleman, City Clerk, City of Orange



Agenda Item

Orange City Council

Item #: 3.12.

7/28/2026

File #: 26-0440

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Pamela Coleman, City Clerk/City Clerk Services Director

1. SUBJECT

Second Reading and adoption of Ordinance No. 12-26 approving Zone Change No. 1318 to change the zoning classification from Single Family Residential 10,000 square feet (R1-10) to Single Family Residential 10,000 square feet PUD No. 3203 on a 2.02-acre site located at 647 N Rancho Santiago Boulevard

2. SUMMARY

The Introduction and First Reading of the above-entitled Ordinance was approved at a Regular Council Meeting on July 14, 2026.

The Ordinance is now presented for Second Reading by title only, and adoption.

Vote at First Reading:	AYES:	Bilodeau, Barrios, Dumitru, Tavoularis, Gutierrez, Gyllenhammer, Slater
	NOES:	None
	ABSENT:	None

3. RECOMMENDED ACTION

Adopt Ordinance No. 12-26.

4. ATTACHMENTS

- Ordinance No. 12-26



Agenda Item

Orange City Council

Item #: 3.12.

7/28/2026

File #: 26-0440

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Pamela Coleman, City Clerk/City Clerk Services Director

1. SUBJECT

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The Ordinance is now presented for Second Reading by title only, and adoption.

Vote at First Reading:	AYES:	Bilodeau, Barrios, Dumitru, Tavoularis, Gutierrez, Gyllenhammer, Slater
	NOES:	None
	ABSENT:	None

3. RECOMMENDED ACTION

Adopt Ordinance No. 12-26.

4. ATTACHMENTS

- Ordinance No. 12-26

ORDINANCE NO. 12-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE APPROVING ZONE CHANGE NO. 1318 TO CHANGE THE ZONING CLASSIFICATION FROM SINGLE FAMILY RESIDENTIAL 10,000 SQUARE FEET (R1-10) TO SINGLE FAMILY RESIDENTIAL 10,000 SQUARE FEET – PUD NO. 3203 (R1-10 [PUD 3203]) ON A 2.02-ACRE SITE LOCATED AT 647 N. RANCHO SANTIAGO BOULEVARD

ZONE CHANGE NO. 1318

APPLICANT: GEORGE KEITH MITCHELL, III, RANCHO RIDGE, LLC

WHEREAS, the City Council has authority per Orange Municipal Code (“OMC”) Section 17.10.020 and Government Code Section 65850 to adopt ordinances amending the City’s Zoning Ordinance and to approve Zone Changes; and

WHEREAS, the application for Zone Change No. 3203 was filed by Ranch Ridge, LLC, George Keith Mitchell, III, in accordance with the provisions of the OMC for a proposal to revise the subject property’s existing zoning designation of Residential Single Family 10,000 square feet to Residential Single Family 10,000 – PUD 3203) (“Project”); and

WHEREAS, the application for Zone Change No. 3203 was processed in the time and manner prescribed by state and local law; and

WHEREAS, applications for Tentative Tract Map No. 0052, Conditional Use Permit No. 3202, Design Review No. 5119, and Major Site Plan Review No. 1137 were filed concurrently with Zone Change No. 3203; and

WHEREAS, the City Council adopted Resolution No. 11709, finding the proposed project exempt from the provisions of the California Environmental Quality Act (CEQA), and approving Zone Change No. 1318, Tentative Tract Map No. 0052, Conditional Use Permit No. 3202, Design Review No. 5119, and Major Site Plan Review No. 1137 for a proposal to establish a Planned Unit Development (PUD) and subdivide a 2.02-acre parcel into 11 separate parcels each with anew single-family home, located at 647 N. Rancho Santiago Boulevard (“Project”); and

WHEREAS, the Planning Commission conducted a duly advertised public hearing on April 20, 2026, considered public comments, and recommended approval of the project by a 6-0 vote, including Zone Change No. 3203, to the City Council; and

WHEREAS, the City Council conducted a duly advertised public hearing on July 14, 2026, at which time interested persons had an opportunity to testify either in support of or opposition to the project, including Zone Change No. 3203.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES ORDAIN AS FOLLOWS:

SECTION I:

The existing zoning is depicted on the map attached hereto as Exhibit “A” and incorporated herein by reference. Section 17.06.030 of the Orange Municipal Code is amended in order to change the zoning classification by amending the zoning on the site as depicted on the map attached hereto as Exhibit “B” and incorporated herein by reference.

SECTION II:

1. The proposed Zone Change from Residential Single Family 10,000 square feet (R1-10) to Single Family Residential 10,000 square feet – PUD No. 3203 (R1-10 [PUD 3203]) is consistent with the current Low Density Residential General Plan (LDR) land use designation, as required by law (Government Code Section 65860).

2. Table LU-3 in the General Plan Land Use Element indicates that the R1-10 residential zoning district is compatible with the LDR General Plan land use designation.

3. The R1-10 zoning and implementation of a Planned Unit Development allows for a more appropriate and scaled single-family residential development and physical development conditions that are generally compatible with the Single Family Residential 10,000 square foot (R1-10) zoning to the north and south, and Residential Single Family 6,000 square foot (R1-6) zoning to the east, and west across North Rancho Santiago Boulevard, which accommodates single-family residential uses. The zoning supports the pattern of residential development on all nearby surrounding property.

SECTION III:

The proposed Zone Change described in Section I is related to the public welfare, is consistent with the accompanying Tentative Tract Map No. 0052, Conditional Use Permit No. 3203, Design Review No. 5119, and Minor Site Plan Review No. 1137, filed herewith, and furthers the objectives and policies of the General Plan as is more specifically set forth in Resolution No. 11709, which is incorporated by reference as though fully set forth herein.

The proposed Zone Change from Residential Single Family 10,000 square feet (R1-10) to Single Family Residential 10,000 square feet – PUD No. 3203 (R1-10 [PUD 3203]) would make the proposed zoning classification consistent with the proposed General Plan land use designation. The Project would meet all development standards for the R1-10 zone.

SECTION IV:

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning) because the project is consistent with

the existing General Plan density and zoning. An initial study was provided in justification to verify consistency with the existing certified General Plan EIR, and no environmental public review or notice is required for this exemption.

SECTION V:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION VI:

The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law. This Ordinance shall take effect thirty (30) days from the date of adoption.

ADOPTED this _____ day of _____, 2026.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney,
City of Orange

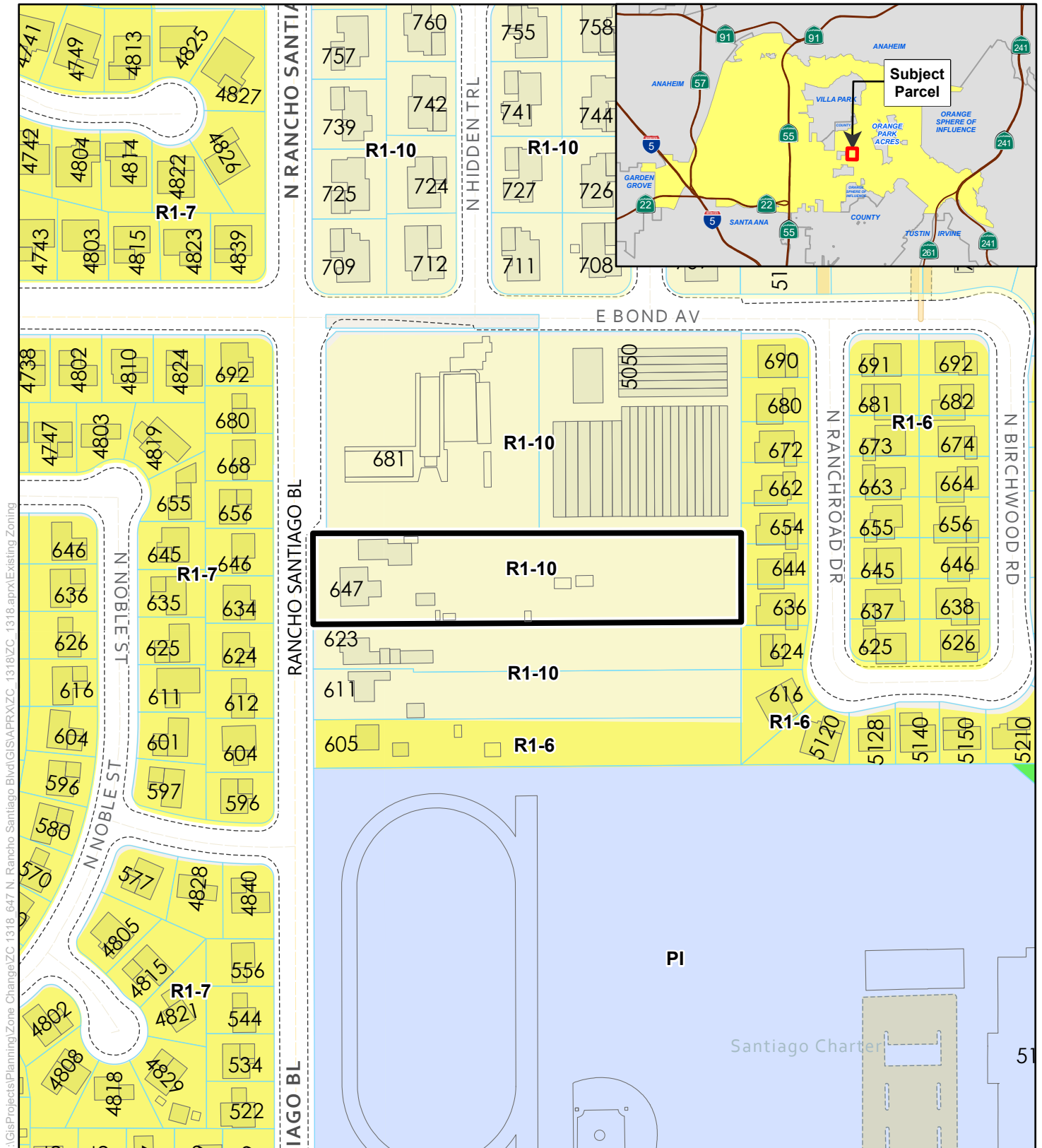
STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the 14th day of July, 2026, and thereafter at the regular meeting of said City Council duly held on the ____ day of _____, 2026 and was duly passed and adopted by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange

EXHIBIT “A”
EXISTING ZONING MAP



Legend

- Parcels
- Subject Parcel

Zone Change: No. 1318
Address: 647 N. Rancho Santiago Blvd.
Existing Zoning: R1-10



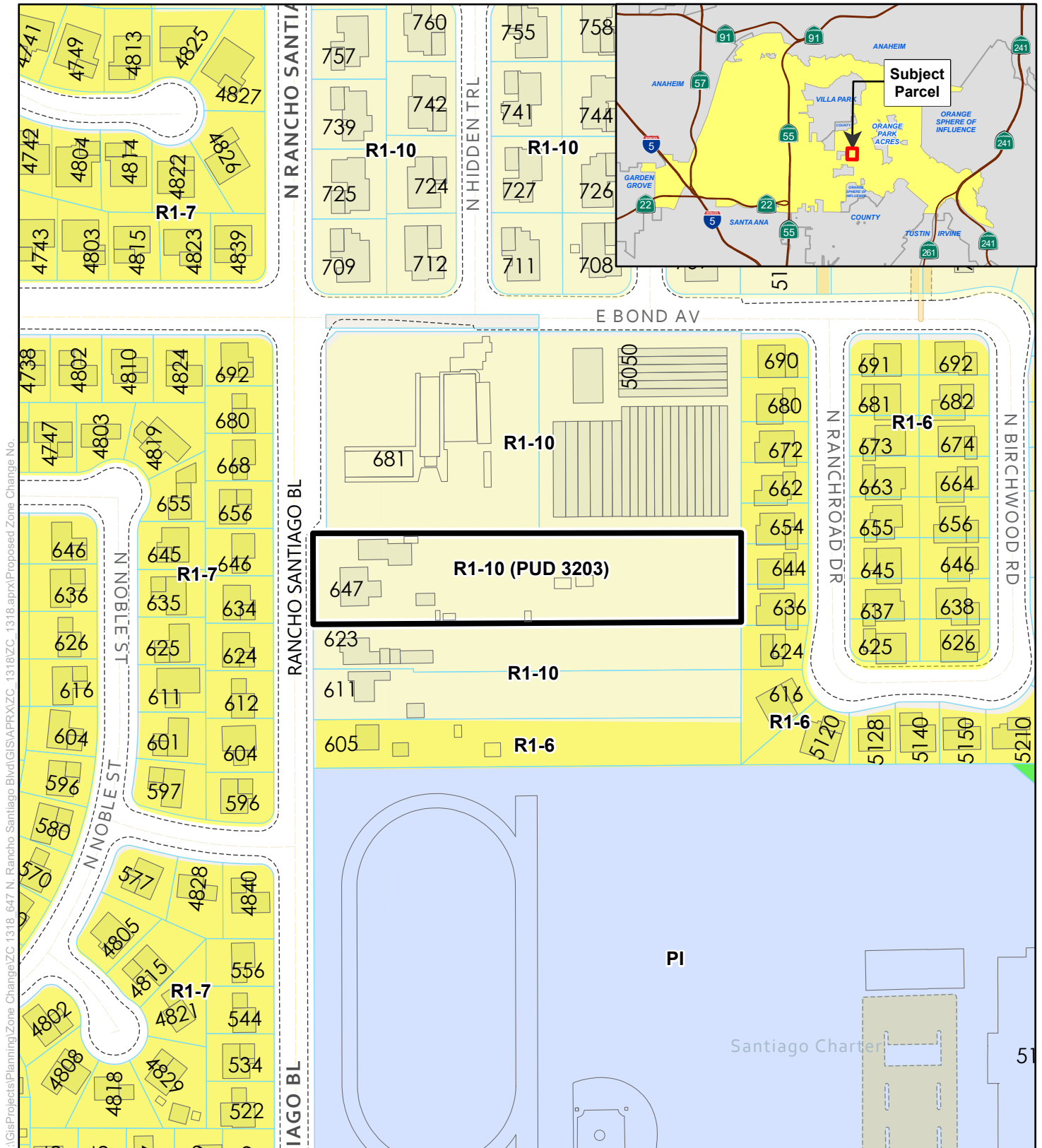
0 100 200
 Feet

6/30/2026

Source: City of Orange (2026)

647 N. RANCHO SANTIAGO BOULEVARD EXISTING ZONING

EXHIBIT B
PROPOSED ZONING MAP

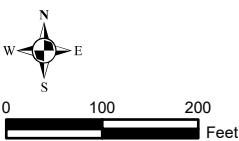


J:\GIS\Projects\Planning\Zone Change\Zone Change\1318 - 647 N. Rancho Santiago Blvd\GIS\APRX\ZC - 1318\ZC - 1318.aprx\Proposed Zone Change No.



Legend
 Parcels
 Subject Parcel

Zone Change: No. 1318
Address: 647 N. Rancho Santiago Blvd.
Existing Zoning: R1-10
Proposed Zoning: R1-10 (PUD 3203)



6/30/2026

Source: City of Orange (2026)

647 N. RANCHO SANTIAGO BOULEVARD PROPOSED ZONING



Agenda Item

Orange City Council

Item #: 3.13.

7/28/2026

File #: 26-0317

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Leslie Hardy, Community and Library Services Director

1. SUBJECT

Authorize purchase of print and audiovisual materials for the Orange Public Library from Ingram Content Group

2. SUMMARY

Request to authorize a \$95,000 blanket purchase order with Ingram Content Group for print and audiovisual materials (i.e. books, DVDs, and CDs) for the Orange Public Library & History Center and the El Modena and Taft Branch Libraries.

3. RECOMMENDED ACTION

1. Approve a purchase order for print and audiovisual materials from Ingram Content Group in the amount of \$95,000.
2. Authorize the City Manager to approve increases to the purchase order should the Library receive donations designated for purchase of additional print and audiovisual materials.

4. FISCAL IMPACT

The expense for this purchase is \$95,000 and will be funded through the General Fund (100):

100-2101-53101 Operating Materials & Supplies

5. STRATEGIC PLAN GOALS

Goal 3: Enhance Quality of Life Through City Services

6. DISCUSSION AND BACKGROUND

Ingram Content Group is the current vendor used by the Library for most of its physical library materials ordering needs and has demonstrated a high “fill rate” compared to other vendors. Ingram Content Group provides volume discounts and minimal shipping costs on terms that are comparable to other library vendors. The Library has an established procedure in place with this vendor that facilitates electronic ordering, invoicing, and product support that is fully integrated with existing library software.

Periodically, the Library will receive donations specifically for the purchase of print and audiovisual materials. For amounts over \$60,000 for any one donation, staff will request City Council approval to accept the donation into revenue and appropriate the monies to the designated expenditure account. For amounts of \$60,000 and under, the City Manager has this authority. Rather than requesting

Council approve an increase to the purchase order amount each time a donation is received, staff requests Council authorize the City Manager to approve any increases to the purchase order should the Library receive donations designated for the purchase of additional print and audiovisual materials.

Funds will purchase new books and audiovisual materials to meet public demand.

7. ATTACHMENTS

- None



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Orange City Council

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7. ATTACHMENTS

- None



Agenda Item

Orange City Council

Item #: 3.14.

7/28/2026

File #: 26-0379

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Authorize the purchase and delivery of diesel fuel and gasoline for an amount not to exceed \$1,100,000 from Southern Counties Oil Co. dba SC Fuels, a California Limited Partnership

2. SUMMARY

Purchase and delivery of diesel and gasoline fuel for the City fleet for a not to exceed amount of \$1,100,000.

3. RECOMMENDED ACTION

Approve the purchase agreement with Southern Counties Oil Co., a California Limited Partnership dba SC Fuels, in the amount not to exceed \$1,100,000 for the purchase and delivery of diesel and gasoline fuel using a cooperative purchasing agreement; and authorize the Mayor and the City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this agreement is \$1,100,000 and will be funded through (100) General Fund: 100-5401-53201- Repair & Maintenance Supplies

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

SC Fuels offers a cooperative purchasing contract to acquire diesel and unleaded fuel.

The City of Orange utilized a cooperative purchase agreement to secure vehicle fuel pricing for an agreement with SC Fuels at the July 12, 2022, City Council Meeting. SC Fuels will honor the pricing structure that was established through the 2022 agreement, which is approximately \$4.80 per gallon. This pricing relies on the Oilfield Publication Information Service (OPIS), which fluctuates daily because fuel is a publicly traded commodity.

The agreement is for 12 months, starting July 1, 2026, and expiring June 30, 2027. The not-to-exceed amount of the contract will be \$1,100,000 for Fiscal Year 2027, based on recent average fuel consumption.

SC Fuels supplies diesel and gasoline fuel to the City, and staff have determined they can continue

meeting its needs. Staff will continue monitoring the cost to ensure the City gets the best value available.

7. ATTACHMENTS

- Agreement with SC Fuels FY 26-27



Agenda Item

Orange City Council

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7/28/2026

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FROM: Christopher Cash, Public Works Director

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1800 West Katella Avenue, Suite 400
P. O. Box 4159
Orange, CA 92863-4159
(714) 516-7140
www.scfuels.com

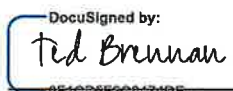
City of Orange

Start Date: 7/1/2026
Expiration: 6/30/2027
Mutual Renewals: 1/1 year
Pricing: Los Angeles OPIS Rack Average
Daily AM

	Order Size	Unleaded	Diesel	Red Diesel
Discount/Adder:	6000 +	-0.101	-0.021	N/A
Freight Adders:	6000 +	0.0498	0.0592	
Discount/Adder:	2500-5999	0	0	N/A
Freight Adders:	2500-5999	0.041	0.041	0.041
Discount/Adder:	0-2499	0	0	0
Freight Adders:	1-499	0.6499	0.6499	0.6499
	500-1000	0.4649	0.4649	0.4649
	1001-2499	0.2798	0.2798	0.2798

Please confirm agreement by signing below, scan, and email to me perum@scfuels.com.

Southern Counties Oil Co., a California Limited Partnership
dba SC Fuels

DocuSigned by:

Name Ted Brennan
Title SVP, Supply & Distribution
Date June 17, 2026

City of Orange

Name Daniel R. Slater

Title Mayor

Date

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Connor Hyland
Senior Assistant City Attorney



Agenda Item

Orange City Council

Item #: 3.15.

7/28/2026

File #: 26-0429

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Alan Velasco, Fire Chief

1. SUBJECT

Authorize purchase of Fire Department rescue equipment and safety gear from Allstar Fire Equipment Inc.

2. SUMMARY

Purchase of rescue equipment and safety gear from Allstar Fire Equipment Inc. through Cooperative Purchasing Agreement, Regional Cooperative Agreement No. RCA 017 24010009, to support fire suppression, training, and ambulance operator operational needs during Fiscal Year 2026 2027.

3. RECOMMENDED ACTION

Approve the purchase of Fire Department rescue equipment and safety gear from Allstar Fire Equipment Inc. in an amount not to exceed \$520,000 for Fiscal Year 2026-2027.

4. FISCAL IMPACT

The expense for this purchase is \$520,000 and will be funded through General Fund(100) and EMT Transport (225), respectively:

100-3121-54101	Noncapitalize Equipment	\$430,000
100-3121-53101	Operating Materials and Supplies	\$ 70,000
225-3216-54101	Noncapitalize Equipment	\$ 12,000
100-3123-54101	Noncapitalize Equipment	<u>\$ 8,000</u>
		\$520,000

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

6. DISCUSSION AND BACKGROUND

Fire Department rescue equipment and safety gear are selected based on operational requirements, applicable regulations, manufacturer specifications, and nationally recognized safety standards. This equipment is essential to protecting personnel during emergency operations and must be maintained and replaced throughout its service life to ensure firefighter safety, operational readiness, and compliance with applicable standards.

The Fire Department procures specialized safety gear, uniforms, and rescue equipment from three primary vendors - Allstar Fire Equipment Inc. (Allstar), LN Curtis & Sons, and LineGear, Inc. - based on each company's authorized product lines, manufacturing relationships, distribution rights, and technical expertise. In many cases, these vendors are the exclusive authorized distributors for the equipment currently standardized by the Orange City Fire Department.

Allstar is the department's primary supplier for firefighter personal protective equipment, including turnout gear, helmets, helmet liners, and firefighting gloves. The company also provides specialized rescue equipment, including self-contained breathing apparatus (SCBA), thermal imaging cameras, firefighting hose, replacement parts, and related accessories.

Allstar is the factory-authorized Southern California distributor for Lion Group, Inc. turnout gear, Scott Health and Safety SCBA equipment and replacement parts, Phenix structural fire helmets, and Elkhart Brass firefighting nozzles and hose couplings. Maintaining standardized equipment from these manufacturers improves firefighter training, operational compatibility, equipment maintenance, and inventory management while ensuring replacement components remain fully compatible with existing equipment.

The proposed purchase will be made through County of Orange Regional Cooperative Agreement No. RCA-017-24010009. The agreement was competitively solicited by the County and is available for use by participating public agencies. Utilizing this cooperative purchasing agreement allows the City to obtain competitively bid pricing while streamlining the procurement process and ensuring timely acquisition of mission-critical equipment.

The Fire Department requests authorization to purchase rescue equipment and safety gear from Allstar Fire Equipment Inc. in an amount not to exceed \$520,000 during Fiscal Year 2026-2027.

7. ATTACHMENTS

- Allstar Fire Equipment Inc. Regional Cooperative Agreement No. RCA 017 24010009



Agenda Item

Orange City Council

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7/28/2026

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- Allstar Fire Equipment Inc. Regional Cooperative Agreement No. RCA 017 24010009



REGIONAL COOPERATIVE AGREEMENT (RCA)
CONTRACT NUMBER RCA-017-24010009
BETWEEN
COUNTY OF ORANGE/COUNTY PROCUREMENT OFFICE
AND
ALLSTAR FIRE EQUIPMENT INC.
FOR
FIRE EQUIPMENT AND SAFETY GEARS

This Contract **RCA-017-24010009** for Fire Equipment and Safety Gears (“Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (“County”) and Allstar Fire Equipment Inc., a State of California Corporation (“Contractor”) with a County and Contractor sometimes referred to individually as (“Party”) or collectively as (“Parties”).

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Pricing and Compensation

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Fire Equipment and Safety Gears under a firm fixed fee Contract; and,

WHEREAS, County solicited Contract for Fire Equipment and Safety Gears as set forth herein, and Contractor represented that it is qualified to provide Fire Equipment and Safety Gear to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Fire Equipment and Safety Gears to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

NOW, THEREFORE, the Parties mutually agree as follows.

ARTICLES

GENERAL TERMS AND CONDITIONS:

- A. **GOVERNING LAW AND VENUE:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **ENTIRE CONTRACT:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are

valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

- C. **AMENDMENTS:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **TAXES:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **DELIVERY:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **ACCEPTANCE/PAYMENT:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been rendered, inspected, and tested to the satisfaction of County, and 2) payment shall be made after satisfactory acceptance.
- G. **WARRANTY:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in Article "Z" below, and as more fully described in Article "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFRINGEMENT:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **ASSIGNMENT:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

- J. **NON-DISCRIMINATION:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **TERMINATION:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. **CONSENT TO BREACH NOT WAIVER:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **INDEPENDENT CONTRACTOR:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **PERFORMANCE WARRANTY:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **INSURANCE:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If Contractor fails to maintain insurance acceptable to County for the full term of this contract, County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, scheduled, non-owned and hired	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per accident or disease

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage, which will state As Required By Written Contract.
2. A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against ***County of Orange, its elected and appointed officials, officers,***

employees and agents, or provide blanket coverage, which will state ***As Required By Written Contract***.

All insurance policies required by this contract shall waive all rights of subrogation against County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of Contract, upon which County may suspend or terminate this contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be emailed to CEOCPOInsurance@ocgov.com

Certificate Holder must state:

County of Orange

c/o: CEO/County Procurement Office

Attn: Insurance

400 West Civic Center Drive, 5th Floor
Santa Ana, CA 92701

If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **CHANGES:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **CHANGE OF OWNERSHIP:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their County.

- R. **FORCE MAJEURE:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **CONFIDENTIALITY:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **COMPLIANCE WITH LAWS:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **FREIGHT:** For orders over \$5,000.00 (before sales tax), prior to the County's express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **SEVERABILITY:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **ATTORNEY FEES:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **INTERPRETATION:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own

choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.

- Y. **EMPLOYEE ELIGIBILITY VERIFICATION:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **INDEMNIFICATION PROVISIONS:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **AUDITS/INSPECTIONS:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.
- BB. **CONTINGENCY OF FUNDS:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **EXPENDITURE LIMIT:** Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS:

1. **SCOPE OF CONTRACT:** This Contract specifies the contractual terms and conditions by which the County will procure goods/services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A.
2. **TERM OF CONTRACT:** This Contract shall commence upon execution of all necessary signatures and continue for five (5) calendar year(s) from that date, unless otherwise terminated by County.
3. **AMERICANS WITH DISABILITIES ACT (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities
4. **AUTHORIZATION WARRANTY:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority
5. **BREACH OF CONTRACT:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **CAL-OSHA VEHICLE REGULATION:** All vehicles must meet California Motor Vehicle and Cal-OSHA regulations and all other applicable codes required for vehicle use on the roads or highways in the state of California.
7. **CIVIL RIGHTS:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
8. **COOPERATIVE CONTRACT:** The provisions and pricing of this Contract will be extended to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

A 2 percent rebate on Eligible Revenues will be paid to the County for any contracts the Contractor agrees to enter into with other entities under the provisions and pricing of this Contract. The Contractor shall provide quarterly Volume Sales Reports to the County about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required, may be deemed breach of the contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

9. **CONFLICT OF INTEREST—CONTRACTOR’S PERSONNEL:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
10. **CONFLICT OF INTEREST— COUNTY PERSONNEL:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
11. **CONTRACTOR WORK HOURS AND SAFETY STANDARDS:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County’s safety regulations and laws.
12. **CONTRACTOR PERSONNEL REFERENCE CHECK:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
13. **CONTRACTOR’S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
14. **CONTRACTOR PERSONNEL UNIFORMS/BADGES/IDENTIFICATION:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

All Contractor’s employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by the contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven days prior to any changes in this procedure.
15. **CONTRACTOR’S RECORDS:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing DPA.
16. **CONDITIONS AFFECTING WORK:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and

to know the general conditions, which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

17. **COUNTY OF ORANGE LOCAL SMALL BUSINESS PREFERENCE REQUIREMENTS:** Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
18. **DATA – TITLE TO:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
19. **DEBARMENT:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.
20. **DEFAULT:** In case of default by Contractor, the County of Orange may procure the services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
21. **DELIVERY LOCATION – NO LOADING DOCK:** Delivery locations may not have loading docks. The Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.
22. **DISABLED VETERAN BUSINESS ENTERPRISE:** Contractor certifies it is in compliance with County of Orange Disable Veteran Business Enterprise Preference requirements at the time this contract is executed.
23. **DISPUTES – CONTRACT:**
 - a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 - 1) Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - 2) Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

- 25. **DRUG-FREE WORKPLACE:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- a. The Contractor has made false certification, or
- b. The Contractor violates the certification by failing to carry out the requirements as noted above.

- 26. **EMERGENCY/DECLARED DISASTER REQUIREMENTS:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

27. **ERRORS AND OMISSIONS:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
28. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.
- Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.
- Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.
29. **EQUIPMENT MAINTENANCE SERVICE:** Cleaning, inspecting, replacing all worn parts, lubricating, testing, and adjusting will be provided as required to maintain the equipment in satisfactory operating condition. The Contractor inspections will be completed during County work hours and will be coordinated with the agency/department having control of the equipment. Emergency service required and performed during normal business hours is included at no extra charge. The Contractor shall list any parts that are not considered part of this equipment maintenance price agreement.
30. **GRATUITIES:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
31. **HAZARDOUS CONDITIONS:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's

expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 5 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

32. **INTERPRETATION:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
33. **LOBBYING:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
34. **MATERIAL SAFETY DATA SHEETS (MSDS):** The Contractor is required to provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance provided to the County under the contractor's contract with the County. This includes hazardous substances that are not directly included in the Contract but are included in the goods or services provided by the Contractor to the County. The provision of the MSDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDSs for each substance must be sent to the place of shipment or provision of goods/services and must also be sent to:

County of Orange
CEO/Risk Management
Attn: Safety and Loss Prevention Program
PO Box 327
Santa Ana, CA 92702

35. **NEWS/INFORMATION RELEASE:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project manager.
36. **NOTICES:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Allstar Fire Equipment Inc.
 Attn: John Sprengelmeyer
 12328 Lower Azusa Rd.
 Arcadia, CA, 91006
 Phone: (626) 652-0900
 Email: johns@allstarfire.com

For County: County of Orange
 County Procurement Office
 Attn: Jessica Loy, Deputy Purchasing Agent
 400 West Civic Center Drive, 5th Floor
 Santa Ana, CA 92701
 Phone: 714-567-5113
 Email: Jessica.loy@ocgov.com

37. **ORDER DATES:** Orders may be placed during the term of the Contract even if delivery may not be made until after the term of the Contract. The Contractor must clearly identify the order date on all invoices to County and the order date must precede the expiration date of the Contract.
38. **OWNERSHIP OF DOCUMENTS:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
39. **PRECEDENCE:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
40. **PROJECT MANAGER, COUNTY:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.
- The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.
41. **PROJECT MANAGER AND KEY PERSONNEL, CONTRACTOR:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the

Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

42. **SUB-CONTRACTING:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

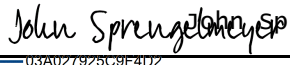
In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

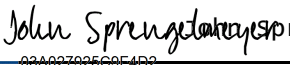
43. **SUBSTITUTIONS:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
44. **TERMINATION ORDERLY:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
45. **USAGE:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
46. **USAGE REPORTS:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
47. **WAIVERS - CONTRACT:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

ALLSTAR FIRE EQUIPMENT INC.*

DocuSigned by:			
	John Sprengelmeyer	SAles	9/12/2023
03A027925C9F4D2...			
Signature	Name	Title	Date

DocuSigned by:			
	John Sprengelmeyer	SAles	9/14/2023
03A027925C9F4D2...			
Signature	Name	Title	Date

COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

DocuSigned by:			
	Helen Hernandez	Deputy Purchasing Agent	9/14/2023
BDBA68A3CBB747A...			
Signature	Name	Title	Date

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

ATTACHMENT A**SCOPE OF WORK**

- I. GENERAL INFORMATION:** The County is comprised of 22 departments and over 18,000 employees located throughout the County. The County's core businesses are public safety, public health, environmental protection, regional planning, public assistance, social services and aviation. The County of Orange may have over 100+ locations/facilities that may require servicing throughout the County.

The County of Orange is seeking to partner with a qualified Fire Equipment and Safety Gear company or companies who can provide exceptional performance and competitive pricing. The County's intent is to obtain the most cost-effective fire equipment and safety gear while maximizing the quality and level of service. The Contractor is to provide Fire Equipment and Safety Gear on an on-going or as needed basis.

Each Department may have different hours of operations; however, all non-urgent deliveries shall be completed within regular County business hours. All emergency/urgent deliveries shall be coordinated with each respective ordering Department.

II. CONTRACTOR RESPONSIBILITIES:

1. Contractor shall:
 1. Possess all Federal, State and Local permits, licenses and approvals necessary to provide goods required in the Scope of Work. Any associated fees shall be the responsibility of the Contractor.
 2. Provide a dedicated account manager/sales representative and/or inside customer service representative knowledgeable of the Contract products, to efficiently answer all County questions/inquiries. Contractor account manager/sales representative shall be available during regular business hours to assist County with placement of orders, follow-ups and any other areas requiring assistance within the realm of their responsibility.
 3. All pricing is to be FOB: DESTINATION. No shipping charges will be authorized for payment for merchandise ordered against this Contract, including additional products.
 4. Make delivery arrangements directly with the requesting Department at the location specified on the order. Deliveries are expected to be made in full. Approval for delivery of partial or incomplete orders shall be obtained prior to delivery from the Department placing the order. Partial deliveries without approval may not be accepted and any charges incurred shall be the responsibility of the Contractor.
 5. Notify the requesting Department within two (2) working days after placing the order of any items out of stock.
 6. Itemize all applicable Federal and State taxes, as well as any other applicable taxes/fees as separate line items when invoicing. No self-imposed fees shall be accepted.
 7. Not charge the County for urgent order requests, which must be delivered to the location specified in the order within 24 hours from order acknowledgement, including after hours, weekends and holidays.
 8. Notify County in writing at least thirty (30) days prior to replacing a discontinued product. Discontinued products shall be removed automatically, however, the replacement product must be of equal to or exceed the quality of discontinued product and must be equal or less than the price listed on Contract. A new Product list may be uploaded as an Attachment, an Amendment may not be required.
 9. Not provide refurbished, irregular or used products.
 10. Ensure adequate stock availability of contracted items.

Provide substituted items that may be considered by the requesting department and must be equivalent or greater than the specifications required. Substituted items need to be approved by County departments.

III. HOURS OF OPERATIONS:

- A. Contractor shall maintain a telephone answering system, which, at a minimum, provides eight (8) hours a day, five (5) day week coverage from the hours of 8:00 am PT to 5:00 pm PT and/or e-mail address to place all requests/orders, as well as a contact name and number for 24-hour access phone number for emergency orders.
- B. For all general services, Contractor shall return calls or respond to emails within twenty-four (24) hours (equivalent to one (1) business day) to County regarding requests/orders. Any calls/emails received on Friday shall be answered by the following Monday, unless identified as an emergency or other arrangement is made with each ordering Department.

Account Representative Name:	Jeff Glanzrock or John Sprengelmeyer
Telephone No:	626-652-0900
Cell Phone No	(Jeff) 626-255-0435
E-Mail Address:	johns@allstarfire.com
AFTER-HOURS CONTACT	
After Hours Contact Name:	Jeff Glanzrock
After Hours Telephone No:	626-255-0435
After Hours E-Mail address:	johns@allstarfire.com , jeffg@allstarfire.com

- C. Any changes in Account Representative or After-Hours Account Representative shall be notified in writing to County, County Procurement Buyer listed under Articles 34-Notices.

COUNTY HOLIDAYS:

New Year's Day	Martin Luther King Day	Presidents' Day
Lincoln's Birthday	Memorial Day	July 4th
Columbus Day	Labor Day	Veterans Day
Thanksgiving & Day After Thanksgiving		Christmas

- D. (s) shall complete all work within regular County business hours, Monday through Friday 8:00 a.m. to 5:00 p.m. (PST), unless other arrangements are made by County Site Coordinator. Each Department may have different needs due to facility structure and/or hours of operations; Contractor shall accommodate requests based on each facility's needs and hours of operations.
- E. Some County facilities are twenty-four (24) hour operations, special arrangements shall be made between Contractor and County Site Coordinator.

IV. DELIVERY INSTRUCTIONS:

- A. Contractor Shall:
1. Deliver within five (5) business days from order acknowledgement, unless other arrangements are made with authorized County personnel.
 2. Provide an order or packing slip with all shipments. All products delivered must be properly and clearly labeled detailing product shipped.

3. Make delivery arrangements directly with the requesting Department at the time of placing the order. Deliveries are expected to be made in full shipments; approval for delivery of partial or incomplete orders shall be obtained prior to delivery from the department placing the order. Partial deliveries without prior approval may be rejected any charges incurred shall be the responsibility of the Contractor.
4. Be responsible for all delivery parking fees. County will not provide free parking for delivery services and/or parking fees will not be reimbursed. County will not issue any parking passes.
5. Not charge County for occasional emergency requests, which must receive delivery within 24-hours of order acknowledgement.
6. Delivery locations may not have loading docks. The Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.

V. DELIVERY LOCATIONS:

A. Contractor shall:

1. Schedule deliveries with each Department placing orders. There are numerous locations that require delivery throughout the County, all deliveries shall be made to the specific location on the order request. Contractor is required to make deliveries to all County of Orange locations/facilities.
2. Make delivery of goods to any of the County facilities within five (5) business days after acknowledgement of order, unless other arrangements are made, or order requires additional delivery time then Contractor shall coordinate with ordering department accordingly.

VI. ORDERING, METHODS AND PACKAGING & LABELING:

A. Contractor Shall:

1. Have the capability to accept orders through the following methods:
 - a. Electronic (email/internet)
 - b. Telephone
- B. Not require minimum quantity and/or cost per order. No other minimum delivery requirements shall apply. Orders shall be placed at the convenience of each Department.
- C. Provide a written order acknowledgement to end user via email for all items quoted/ordered, listing the name of ordering staff and phone number, order date, contract number, quantity ordered, unit of measure, pricing and estimated time of arrival.
- D. Have a packing list and label referencing the Purchase Order (PO or CT) and/or Contract Number (MA), order date, ship-to name and address, delivery zone (if requested), item number, item description, quantity, price and any additional information requested by the County on each order.

VII. LOST/DAMAGE SHIPMENTS AND RETURNS:

A. Contractor Shall:

1. If Contractor fails to deliver, or erroneously delivers products, Contractor is required to take immediate action to make the correct delivery at no cost to County.
2. Should any action cause visible damage to the products during transport, Contractor is required to immediately contact County and forward a damage report detailing the damage via email.
3. Have the capability of tracking all shipments to provide status to County Personnel.
4. Lost or damage shipments shall be replaced immediately and at no additional cost to County.

B. Contractor Shall (Returns):

1. Process returns made within fifteen (15) business days of delivery under any of the following circumstances:
 2. Items/Products ordered are received with visible or noted damage in shipment and/or delivery; these must be properly noted on the delivery receipt by the County's personnel.
 3. Items/Products ordered are received with concealed or not noted damage in shipment and/or delivery and the County discovery is properly recorded and reported to the Contractor within the next 24 hours of receipt of merchandise.
 4. Items/Products are incorrectly shipped.
 5. Items/Products received as late or delayed and because of the late or delayed delivery are deemed in good faith by the County to be unusable or no longer needed.
- C. Accept returns for items that do not meet County requirements. Any incorrect items shall be immediately replaced by Contractor without any cost to the County.
 - D. Under no circumstances, Contractor shall charge any restocking fees to any items being returned for any of the above reasons.
 - E. All returns shall be coordinated via email, telephone, or fax to the Contractor by the Department's designated buyer or authorized County Personnel.
 - F. Contractor may choose to pick up items/products being returned or send a pre-paid return label to return package at no cost to the County. A credit for returned items shall be issued within thirty (30) business days of notification. Contractor shall not charge restocking fees for any returns.

VIII. EMERGENCY (URGENT) ORDER REQUESTS:

- A. County may place emergency/urgent orders, which are defined as goods require to be **delivered** as soon as possible, or within next business day from receiving the call/email, including County observed holidays and weekends.
- B. Contractor shall not bill any additional fees for emergency/urgent deliveries. During the course of the Contract, Departments may require an emergency/urgent order for delivery.
- C. All emergency/urgent deliveries shall be coordinated with each respective ordering Department.

The Intent of this Contract is for daily operations; however, in an Emergency Event or Declared Disaster by the County, Contractor shall service the County during such an emergency under the same terms and conditions that apply during regular standard non-emergency/disaster conditions. This Contract may be subject to unusual usage. Emergency Events or Declared Disasters may be rare occurrences.

IX. COUNTY RESPONSIBILITIES:

- A. The County reserves the right to obtain competitive bids on any material or service and to utilize the data provided under this Contract relative to necessary materials and services.
- B. The County reserves the right to update Attachment B, if any item is discontinued or changed by the Manufacturer and add a direct replacement of equal or greater quality with no change in price, as per this Contract. An amendment may not be required.
- C. Recycling Program-County: County shall rinse or remove food particles from foam disposable products (plates/cups).
- D. County shall place rinsed foam recyclables in plastic trash bags and put them in the boxes originally used for shipment.

X. SECURITY REQUIREMENTS:

- A. The County operates several secured facilities: most notable are several Probation, Sheriff and Airport operated sites. Contractors and their employees who perform services in these facilities will be required to strict operation policies and may be required to pass a background check prior to their employment due to security requirements for certain facilities covered under this Contract. During performance of the work, especially at detention facilities, workers shall closely monitor all tools, equipment and other materials at all times. Workers shall have no contact verbal or physical, with any inmate of these facilities. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.
1. The Contractor will provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by the Contractor and approved by the County Site Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and are subject to Contract termination. The list of all Personnel/Employees working on County projects shall be submitted prior to award of this Contract.
 2. Contractor shall prepare and submit a Security Clearance form to the County Site Coordinator for all persons who will be working on or who will need access to secured facilities.
 3. Security Clearance forms shall be submitted at least five (5) working days prior to the start of work or prior to the use of any person subsequent to the start of work.
 4. Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
 5. No person shall be employed on this work who has not received prior clearance from the Probation Department, Sheriff's Department or John Wayne Airport.
 6. The County, John Wayne Airport, the Probation Department and the Sheriff's Department are not under any obligation to give a reason clearance is denied.
 7. The Contractor shall be responsible to sign in with the County Site Coordinator or designee, as required. Upon arrival at any secure facility (e.g., JWA, Probation) the Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.
 8. Specifically:
 2. Do not give names or addresses to internees.
 3. Do not receive any names or addresses from internees.
 4. Do not disclose the identity of any internee to anyone outside the facility.
 5. Do not give any materials to internees.
 6. Do not receive any materials from internees (including materials to be passed to another individual or internee).
 7. **Failure to comply with these requirements is a criminal act and can result in prosecution.*
 9. Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange.

“The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport”.

All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badged individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff's Department Airport Detail Office for proper handling.

The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff's Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.

- a. All vehicles parked on-site shall be locked and thoroughly secured at all times.
- b. All equipment and materials shall remain in the Contractor possession at all times and shall never be left unattended. All lost or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff's facilities.
- c. Personnel shall not smoke or use profanity or other inappropriate language while on-site.
- d. Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
- e. Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
- f. Contractor employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the County Site Coordinator unless otherwise directed and shall direct all inquiries or requests to the County Site Coordinator.

XI. PRODUCT LIST:

ITEM NO	ITEM DESCRIPTION	MANUFACTURER
1.	Nozzle, Brass Turbojet 1½”, swivel inlet, 60-95-125	Akron
2.	Wrench, shutoff brass 1½”, swivel inlet x 1½” male	Akron
3.	Application, Coast Guard 1½ ” x 4’ long, 60° bend	Akron
4.	Application, Coast Guard 1½ ” x 10’ long, 90° bend	Akron
5.	Nozzle, Coast Guard CG-15, 1½” inlet	Akron
6.	Nozzle, Navy 4 AN, 1½”inlet	Akron
7.	Valve, Leader Live WYE, 2½” female inlet x two 1½” male outlet	Akron
8.	Wrench, Spanner and Hydrant	Akron
9.	Wrench, Hydrant Adjustable	Akron
10.	Hood, with Bib and Liner – Majestic PAC III PBI Flash Hood	PAC III PBI
11.	Gloves, ProTech Fusion Short Cuff, all sizes	ProTech

ITEM NO	ITEM DESCRIPTION	MANUFACTURER
12.	Helmet, Yellow w/4" Face Shield	Phenix
13.	Boots, Shoe Fit Hellfire Rubber, all sizes	Thorogood
14.	Turnout Coat, Fire (PBI Max V-Force Tan) Size 44ch x35l x Rsl	Lion/Janesville
15.	Trouser, Fire (PBI Max V-Force Tan) Belted Turnout Pants Size 38R	Lion/Janesville
16.	Coat, Fire 7.5 oz., Yellow Nomex, Traditional 35" length	Lion/Janesville
17.	Pant, Fire 7.5 oz., Yellow Nomex, Traditional	Lion/Janesville
18.	3% x 3% in a 5 Gallon Jug	FireAde 2000
19.	Red SCBA Mask Bag, Fleece Lined	CMC
20.	White 3" x 50' Big 10 Double Jacket Fire Hose – all Polyester Rubber Lined with 2.5" Brass Rocker Lug Couplings	Key Fire
21.	White 1.5" x 15' Big 10 Double Jacket Fire Hose – all Polyester Rubber Lined with 1.5" Brass Rocker Lug Couplings	Key Fire
22.	White 1.5" x 25' Big 10 Double Jacket Fire Hose – all Polyester Rubber Lined with 1.5" Brass Rocker Lug Couplings	Key Fire
23.	White 1.5" x 50' Big 10 Double Jacket Fire Hose – all Polyester Rubber Lined with 1.5" Brass Rocker Lug Couplings	Key Fire
24.	Carbon Fiber Cylinder and Valve Assembly – 45 Minutes – 4500 PSI	Scott Safety
25.	Personnel Fire Equipment Bags	N/A

All items are to be listed manufacturer or equivalent

ATTACHMENT B**PRICING AND COMPENSATION**

- I. COMPENSATION:** This is a firm-fixed fee Contract between County and Contractor to provide Fire Equipment and Safety Gears as set forth in Attachment A, "Scope of Work."

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Prices and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

ITEM NO.	ITEM DESCRIPTION	MANUFACTURER	ITEM PRICE
1.	Nozzle, Brass Turbojet 1½", swivel inlet, 60-95-125	Akron	\$812.00
2.	Wrench, shutoff brass 1½", swivel inlet x 1½" male	Akron	\$647.00
3.	Application, Coast Guard 1½" x 4' long, 60° bend	Akron	\$317.50
4.	Application, Coast Guard 1½" x 10' long, 90° bend	Akron	\$647.00
5.	Nozzle, Coast Guard CG-15, 1½" inlet	Akron	\$684.00
6.	Nozzle, Navy 4 AN, 1½" inlet	Akron	\$813.50
7.	Valve, Leader Live WYE, 2½" female inlet x two 1½" male outlet	Akron	\$707.70
8.	Wrench, Spanner and Hydrant (Note: This item must be purchased in quantity of 4)	Akron	\$75.10
9.	Wrench, Hydrant Adjustable (Note: This item must be purchased in quantity of 4)	Akron	\$59.10
10.	Hood, with Bib and Liner – Majestic PAC III PBI Flash Hood	PAC III PBI	\$47.00
11.	Gloves, ProTech Fusion Short Cuff, all sizes	ProTech	\$76.00
12.	Helmet, Yellow w/4" Face Shield	Phenix	\$293.00
13.	Boots, Shoe Fit Hellfire Rubber, all sizes	Thorogood	\$168.70
14.	Turnout Coat, Fire (PBI Max V-Force Tan) Size 44ch x35l x Rsl	Lion/Janesville	\$2,050.00
15.	Trouser, Fire (PBI Max V-Force Tan) Belted Turnout Pants Size 38R	Lion/Janesville	\$1,210.00
16.	Coat, Fire 7.5 oz., Yellow Nomex, Traditional 35" length	Lion/Janesville	\$1,275.00
17.	Pant, Fire 7.5 oz., Yellow Nomex, Traditional	Lion/Janesville	\$820.00
18.	3% x 3% in a 5 Gallon Jug	FireAde 2000	\$235.00
19.	Red SCBA Mask Bag, Fleece Lined	CMC	\$40.00
20.	White 3" x 50' Big 10 Double Jacket Fire Hose – all Polyester Rubber Lined with 2.5" Brass Rocker Lug Couplings	Key Fire	\$583.00

ITEM NO.	ITEM DESCRIPTION	MANUFACTURER	ITEM PRICE
21.	White 1.5" x 15' Big 10 Double Jacket Fire Hose – all Polyester Rubber Lined with 1.5" Brass Rocker Lug Couplings	Key Fire	\$99.00
22.	White 1.5" x 25' Big 10 Double Jacket Fire Hose – all Polyester Rubber Lined with 1.5" Brass Rocker Lug Couplings	Key Fire	\$120.00
23.	White 1.5" x 50' Big 10 Double Jacket Fire Hose – all Polyester Rubber Lined with 1.5" Brass Rocker Lug Couplings	Key Fire	\$176.00
24.	Carbon Fiber Cylinder and Valve Assembly – 45 Minutes – 4500 PSI	Scott Safety	\$1,385.95
25.	Personnel Fire Equipment Bags	N/A	\$65.00

- II. PRICING:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows: **All items are to be listed manufacturer or equivalent**
- III. MISCELLANEOUS CLAUSE:** Contractor shall provide a quote for items not listed under Attachment A.
- Miscellaneous items not listed in the Contract, may be purchased off this Contract. Contractor will provide requesting department with quote and process order once the County department has authorized the order in writing.
- Prices shall include all costs, but not limited to, overhead, all necessary labor, transportation, freight, delivery and/or shipping/handling fees, fuel/fuel surcharges, mileage, storage, self-imposed fees and any other costs necessary to provide the item/s requested. For any orders under \$5,000.00, freight will be charged at a direct cost the County. Miscellaneous item purchases shall not exceed \$5,000.00 per item including tax, except when ordering the same items multiple times. No single order shall exceed \$25,000.00 including tax and all other costs.
- In addition to the commodity requirements and all other terms and conditions provided herein, Contractor shall satisfy the following billing/invoicing procedures for miscellaneous items not named specifically in this attachment. Failure to follow these procedures fully may delay payment of miscellaneous items.
- An authorized County Department staff member will contact the Contractor to obtain a written quote for any items needed that are not listed above or are of a different quantity than specified.
 - If the authorized County Department staff member finds the quote satisfactory, the authorized staff member will sign the quote and email or fax it back to the vendor authorizing the purchase. The Contractor under no circumstance shall release or deliver any miscellaneous items without a written quote signed by an authorized County Department staff member, in their possession.
 - Contractor must attach with the invoice a copy of the matching quote with the authorized County Department staff member signature.
 - The agency/department shall certify on the invoice that the prices are per the signed quote.
- IV. PRICE INCREASE/DECREASES:** No price increases will be permitted during the first term/year of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 180 days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

- V. FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- VI. CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- VII. PAYMENT TERMS:** Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.
- Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.
- Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.
- VIII. PAYMENT – INVOICING INSTRUCTIONS:** Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
- A. Contractor's name and address
 - B. Contractor's remittance address, if different from 1 above
 - C. Contractor's Taxpayer ID Number
 - D. Name of County Agency/Department
 - E. Delivery/service address
 - F. Master Agreement (MA) or Purchase Order (PO) number
 - G. Agency/Department's Account Number
 - H. Date of invoice
 - I. Product/service description, quantity, and prices
 - J. Sales tax, if applicable
 - K. Freight/delivery charges, if applicable
 - L. Total
- Contractor shall issue and send invoices according to each Department Subordinate Agreement instructions/requirements of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- IX. ELECTRONIC FUNDS TRANSFER (EFT):** County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request an EFT form, please contact the DPA.



Agenda Item

Orange City Council

Item #: 3.16.

7/28/2026

File #: 26-0315

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Leslie Hardy, Community and Library Services Director

1. SUBJECT

Request to close the Orange Public Libraries for various dates during Fiscal Year 2026-2027

2. SUMMARY

Annually, the Orange Public Libraries are closed to the public to accommodate various events.

3. RECOMMENDED ACTION

Approve closure of the Orange Public Libraries to the public as described in the staff report.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance Public Communication Strategy and Quality of Life

6. DISCUSSION AND BACKGROUND

Fiscal Year 2026-2027 closure dates:

- **September 4 - 5** - The Orange International Street Fair takes place over Labor Day weekend. The Orange Public Library & History Center closes at 2:00 p.m. on Friday, September 4, and all day on Saturday, September 5. As the Library parking lot is used for fundraising, it is not feasible to remain open.
- **November 25** - Due to limited public use, the Orange Public Library & History Center closes at 6:00 p.m. on the Wednesday evening prior to the Thanksgiving Day holiday.
- **May 1** - As its parking lot is inaccessible most of the day due to the Orange May Parade, the Orange Public Library & History Center receives limited public use, and nearby parking is a challenge for the public, volunteers, and staff. The Library closes all day on Saturday, May 1.

Notification of these closures will be communicated through usual methods of outreach including library signage, social media, and online calendars and announcements.

7. ATTACHMENTS

- None



Agenda Item

Orange City Council

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Notification of these closures will be communicated through usual methods of outreach including library signage, social media, and online calendars and announcements.

7. ATTACHMENTS

- None



Agenda Item

Orange City Council

Item #: 4.1.

7/28/2026

File #: 26-0407

1. SUBJECT

Consider removal of Adrienne Gladson from the Design Review Committee

2. SUMMARY

Orange Municipal Code Section 2.55.010 provides that members of City boards, commissions, and committees serve at the pleasure of the City Council. Unless otherwise provided by law, any member of a board, commission, or committee may be removed at any time, with or without cause, by a majority vote of all members of the City Council.

Ms. Gladson was appointed to the Design Review Committee by the City Council on November 12, 2024. Her current term expires on June 30, 2028.

At the request of Mayor Dan Slater, this matter has been placed on the agenda for City Council consideration. The purpose of this agenda item is to provide the City Council an opportunity to determine whether Ms. Gladson should continue serving on the Design Review Committee.

If the City Council determines that removal is appropriate, the position will become vacant immediately upon Council action. The vacancy will then be filled in accordance with the City's normal appointment process, including posting a Notice of Vacancy pursuant to Government Code Section 54974 (the Maddy Act). If the City Council does not approve the motion to remove, Ms. Gladson will continue serving the remainder of her appointed term, which expires June 30, 2028.

3. RECOMMENDED ACTION

1. Consider the removal of Adrienne Gladson from the Design Review Committee.
2. If necessary, direct the City Clerk to post a Notice of Vacancy pursuant to the Maddy Act.

4. ATTACHMENTS

- OMC 2.55.010 Removal of Members



Agenda Item

Orange City Council

Item #: 4.1.

7/28/2026

File #: 26-0407

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2. SUMMARY

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3. RECOMMENDED ACTION

1. Consider the removal of Adrienne Gladson from the Design Review Committee.
2. If necessary, direct the City Clerk to post a Notice of Vacancy pursuant to the Maddy Act.

4. ATTACHMENTS

- OMC 2.55.010 Removal of Members

Title 2. Administration and Personnel

Chapter 2.55. BOARDS, COMMISSIONS AND COMMITTEES—GENERAL PROVISIONS

§ 2.55.010. Removal of Members.

- A. Members of boards, commissions and committees serve at the pleasure of the City Council. Unless otherwise provided for in law, any member of a board, commission or committee may be removed at any time, with or without cause, by a majority vote of all the members of the City Council.
- B. Effective May 14, 2002, members of boards, commissions and committees may serve no more than 12 consecutive years on the board, commission or committee to which they are appointed. No member of a board, commission or committee who has served 12 consecutive years shall be eligible for reappointment to the same board, commission or committee prior to the passage of a two-year interval.

(Ord. 11-02)



Agenda Item

Orange City Council

Item #: 8.1.

7/28/2026

File #: 26-0446

TO: Honorable Mayor and Members of the City Council

FROM: Jarad Hildenbrand, City Manager

1. SUBJECT

Renaming of the Orange Public Library and History Center as Mayor Mark and Vikki Murphy Library and History Center

2. SUMMARY

The proposed Resolution renames the Orange Public Library & History Center as the Mayor Mark and Vikki Murphy Library & History Center in recognition of the extraordinary and lasting contributions of Mayor Mark Murphy and Vikki Murphy to the City of Orange.

3. RECOMMENDED ACTION

Adopt Resolution No. 11713. A Resolution of the City Council of the City of Orange renaming the Orange Public Library & History Center as the Mayor Mark and Vikki Murphy Library & History Center.

4. FISCAL IMPACT

Dependent upon City Council approval of the proposed renaming, staff will evaluate the total fiscal impact associated with implementing the change, including facility signage, rebranding, and related outreach. The total cost is currently unknown. Renaming the facility will require replacement of exterior and interior signage, updates to City records, websites, and other official materials. Once the scope of work has been determined, staff will return to the City Council with a request for appropriation and authorization to proceed.

5. STRATEGIC PLAN GOALS

Goal 6: Ensure the Preservation of Historic Resources

6. DISCUSSION AND BACKGROUND

Mayor Mark Murphy and Vikki Murphy have dedicated their lives to serving the City of Orange through public leadership, civic engagement, philanthropy, and volunteerism.

Mayor Murphy served the City for more than three decades, first as a Planning Commissioner and later as a City Councilmember and Mayor. During his tenure, he was instrumental in advancing projects that strengthened the community, preserved Orange's unique character, expanded recreational opportunities, improved public safety, and supported economic vitality. Among the projects he strongly championed was the completion of the Orange Public Library & History Center, recognizing the importance of education, lifelong learning, local history, and community gathering spaces.

Vikki Murphy has similarly dedicated decades of service to Orange through leadership roles in

numerous civic, educational, charitable, and business organizations. Her longstanding commitment to volunteerism and community service has positively impacted countless residents and strengthened many of the institutions that serve the City.

Together, Mayor Mark and Vikki Murphy have become synonymous with service to the Orange community. Their combined legacy of leadership, generosity, and civic commitment has helped shape the City for generations.

At the request of Councilmember Tavoularis, the proposed renaming of the Orange Public Library & History Center to the Mayor Mark and Vikki Murphy Library & History Center serves as a permanent recognition of their extraordinary contributions and ensures that future generations will remember their lasting impact on the City of Orange.

7. ATTACHMENTS

- Resolution No. 11713



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Orange City Council

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At the request of Councilmember Tavoularis, the proposed renaming of the Orange Public Library & History Center to the Mayor Mark and Vikki Murphy Library & History Center serves as a permanent recognition of their extraordinary contributions and ensures that future generations will remember their lasting impact on the City of Orange.

7. ATTACHMENTS

- Resolution No. 11713

RESOLUTION NO. 11713

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE RENAMING THE ORANGE PUBLIC LIBRARY & HISTORY CENTER AS THE MAYOR MARK AND VIKKI MURPHY LIBRARY & HISTORY CENTER

WHEREAS, the Orange Public Library & History Center is a City-owned public library located at 407 East Chapman Avenue in the City of Orange; and

WHEREAS, Mayor Mark A. Murphy was born at St. Joseph Hospital, graduated from Orange High School, and remained a proud lifelong resident of the City of Orange, dedicating more than three decades of public service to the community he loved until his passing in December 2024; and

WHEREAS, Mayor Murphy devoted more than thirty-four years of public service to the City of Orange, serving on the Planning Commission beginning in 1990 and on the City Council from 1993 until his passing in 2024, including service as Mayor in 2000, 2002, 2004, and from 2018 through 2022; and

WHEREAS, throughout his distinguished public service, Mayor Murphy championed projects that enhanced the quality of life in Orange, including the completion of the Orange Public Library & History Center, acquisition and development of Grijalva Park and Steve Ambriz Memorial Park, investments in public safety, preservation of the City's historic character, and initiatives that strengthened Orange's business community and economic vitality; and

WHEREAS, Mayor Murphy also represented the City of Orange with distinction on numerous regional boards and agencies, including the Orange County Transportation Authority, the Foothill/Eastern Transportation Corridor Agency, the North Net Training Joint Powers Authority, and the Orange County Sanitation District, advancing the City's interests throughout Orange County; and

WHEREAS, Vikki Murphy is a communications and public relations professional who has dedicated decades of leadership, volunteerism, philanthropy, and civic service to the City of Orange and the greater Orange County community; and

WHEREAS, for forty years, Vikki Murphy has been an integral part of the David Wilson Automotive Group while also serving numerous educational, charitable, civic, and business organizations, including the Orange Chamber of Commerce, the Assistance League of Orange, the Santiago Canyon College Foundation Board, Orangewood Children's Foundation, and many other organizations dedicated to improving the lives of Orange residents; and

WHEREAS, Vikki Murphy has been a passionate advocate for education, literacy, community engagement, and charitable service, and her contributions have strengthened countless organizations that enrich the cultural and civic life of the City of Orange; and

WHEREAS, together, Mayor Mark Murphy and Vikki Murphy exemplified a lifetime of leadership, generosity, volunteerism, and unwavering commitment to the City of Orange, receiving numerous honors and recognitions, including the Community Legacy Award, for their extraordinary contributions to the community; and

WHEREAS, the City Council finds that Mayor Mark Murphy and Vikki Murphy have made extraordinary and lasting contributions to the City of Orange through their leadership, civic service, philanthropy, and dedication to the betterment of the community, and that renaming the Orange Public Library & History Center in their honor serves as a fitting and enduring tribute to their remarkable legacy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange as follows:

SECTION I:

The Orange Public Library & History Center is hereby renamed the Mayor Mark and Vikki Murphy Library & History Center.

SECTION II:

The City Manager, or designee, is authorized and directed to take all actions necessary to implement this Resolution, including updating City signage, maps, records, publications, and other official materials to reflect the new name.

SECTION III.

This Resolution shall become effective immediately upon its adoption.

ADOPTED this ____ day of _____, 2026

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the _____ day of _____, 2026 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange



Agenda Item

Orange City Council

Item #: 9.1.

7/28/2026

File #: 26-0296

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Leslie Hardy, Community and Library Services Director

1. SUBJECT

Introduction and First Reading of Ordinance No. 13-26 amending Chapter 12.48 of the Orange Municipal Code pertaining to a prohibition of smoking in City parks

2. SUMMARY

Proposed Ordinance No. 13-26 amends Chapter 12.48 of the Orange Municipal Code to prohibit smoking, vaping, and the use of tobacco products in all City-operated parks. The amendment is intended to promote public health, improve the recreational experience for park users, reduce tobacco-related litter and wildfire risk, and establish a clear, consistent, and enforceable standard throughout the City's park system. The proposed ordinance also aligns Orange with an increasing number of Orange County cities that have adopted similar smoke-free park regulations.

3. RECOMMENDED ACTION

Introduce and conduct First Reading of Ordinance No. 13-26. An Ordinance of the City Council of the City of Orange amending Chapter 12.48 of the Orange Municipal Code pertaining to parks to update sections related to smoking and vaping.

4. FISCAL IMPACT

None

5. STRATEGIC PLAN GOALS

Goal 3: Enhance and Promote Quality of Life in the Community.

6. DISCUSSION AND BACKGROUND

At its February 10, 2026 meeting, the City Council directed staff to present the issue of smoking in City parks to the Park Planning and Community Events Commission for review and recommendation prior to returning to the Council with a proposed ordinance.

Orange Municipal Code Section 12.48.165(B), consistent with California law, currently prohibits smoking and vaping within 25 feet of playgrounds, recreational facilities, and youth sports activities. Beyond these state-mandated restrictions, the City does not currently prohibit smoking in the remainder of its parks.

The proposed ordinance expands these protections by establishing a consistent prohibition throughout all City-operated parks, regardless of the specific location or activity.

At the March 17, 2026 Commission meeting, the following options were presented:

1. Maintain Current Regulations (Status Quo)

Under this option, the City would continue to adhere to State law requirements without adopting additional local restrictions.

2. Designated Smoking Areas or Distance Requirements

Establish designated smoking areas within parks, increasing buffer distances from playgrounds, sports fields, picnic shelters, and other high-use areas or prohibit smoking in smaller parks.

3. Prohibit Smoking in All City Parks

Prohibit smoking, vaping, and use of tobacco products in all City operated parks, including open space, sports fields, and playgrounds.

Following discussion, the Commission voted 4-1 to recommend that the City Council prohibit smoking, vaping, and the use of tobacco products in all City-operated parks.

The proposed ordinance is also consistent with a growing number of Orange County jurisdictions that have adopted smoke-free park policies. According to the Orange County Tobacco Control Coalition's municipal tobacco control scorecard, many neighboring cities, including Buena Park, Costa Mesa, Cypress, Irvine, Laguna Beach, Santa Ana, Tustin, and others have adopted local ordinances restricting smoking in public parks and recreational areas. Adoption of Ordinance No. 13-26 would bring the City of Orange into closer alignment with these regional public health standards.

A uniform prohibition is also easier for park visitors to understand and for City staff to administer than regulations based on designated smoking areas or varying distance requirements. Establishing one consistent standard throughout all City-operated parks reduces ambiguity and improves voluntary compliance.

Ordinance No. 13-26 implements that recommendation by establishing a uniform prohibition applicable throughout the City's park system. The ordinance is intended to improve the health and safety of park visitors, reduce cigarette and vaping-related litter, minimize fire hazards, and enhance the overall recreational environment for residents and visitors.

If approved for First Reading, the ordinance will return to the City Council for Second Reading and adoption at a subsequent meeting and, if adopted, will become effective 30 days thereafter.

7. ATTACHMENTS

- Ordinance No. 13-26
- Ordinance No. 13-26 - Redline



Agenda Item

Orange City Council

Item #: 9.1.

7/28/2026

File #: 26-0296

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THRU: Jarad Hildenbrand, City Manager

FROM: Leslie Hardy, Community and Library Services Director

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3. RECOMMENDED ACTION

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4. FISCAL IMPACT

None

5. STRATEGIC PLAN GOALS

Goal 3: Enhance and Promote Quality of Life in the Community.

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The proposed ordinance is also consistent with a growing number of Orange County jurisdictions that have adopted smoke-free park policies. According to the Orange County Tobacco Control Coalition's municipal tobacco control scorecard, many neighboring cities, including Buena Park, Costa Mesa, Cypress, Irvine, Laguna Beach, Santa Ana, Tustin, and others have adopted local ordinances restricting smoking in public parks and recreational areas. Adoption of Ordinance No. 13-26 would bring the City of Orange into closer alignment with these regional public health standards.

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Ordinance No. 13-26 implements that recommendation by establishing a uniform prohibition applicable throughout the City's park system. The ordinance is intended to improve the health and safety of park visitors, reduce cigarette and vaping-related litter, minimize fire hazards, and enhance the overall recreational environment for residents and visitors.

If approved for First Reading, the ordinance will return to the City Council for Second Reading and adoption at a subsequent meeting and, if adopted, will become effective 30 days thereafter.

7. ATTACHMENTS

- Ordinance No. 13-26
- Ordinance No. 13-26 - Redline

ORDINANCE NO. 13-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING CHAPTER 12.48 OF THE ORANGE MUNICIPAL CODE PERTAINING TO PARKS TO UPDATE SECTIONS RELATED TO SMOKING AND/VAPING.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES
HEREBY ORDAIN AS FOLLOWS:**

SECTION I:

Section 12.48.015 of the Orange Municipal Code, “Streets, Sidewalks and Public Places – Park Ordinance -- Definitions,” is hereby amended to read as follows:

12.48.015 Definitions.

For purposes of this chapter, the following terms shall have the meanings as set forth herein unless the context in which they are used clearly indicates a contrary meaning:

"Alcoholic beverage" shall mean alcohol, spirits, liquor, wine, beer, and every liquid or solid containing one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.

"Athletic facilities" shall mean those areas of a park designated for the purposes of athletic play on or at facilities such as, but not limited to sports courts and fields.

"Camping" means the use of public streets or public property for living accommodation or habitation purposes such as sleeping activities, or making preparations to sleep, including, but not limited to, the laying down of bedding for purposes of sleeping or using or storing personal belongings such as non-designated City cooking equipment, camping stoves, portable barbecues, sleeping bags, cots, beds, hammocks, extra clothing, or personal items when it reasonably appears, in light of all the circumstances, that the participants, in conducting these activities, are, in fact, using the public street or public property for living accommodation or habitation purposes.

"Department" shall mean the City of Orange Community Services Department.

"Director" shall mean the Director of the Department of Community Services or their designee.

"Electronic smoking device" means any device that delivers an aerosolized or vaporized substance to the user, including but not limited to, electronic cigarettes, vape pens, or similar devices.

"Food distribution to the public" means a temporary operation or undertaking by a person for the purpose of offering, distributing, or dispensing with or without charge therefor, food and/or beverages for consumption by the general public which uses the park or park facility for such activity. This activity shall not include any contract, lease, or other agreement for a concession or similar operation or enterprise approved by the Director or City Council.

"Park" means any public park or any portion thereof, including body of water, land, recreation, playground area, or any building thereon within the City of Orange owned and maintained by the City as a public park whether or not such has been formally dedicated for such purpose.

"Person" shall mean every person, firm, corporation, group of persons, or organization.

"Pollution" means the contamination or other alteration of the physical, chemical, or biological properties of park lands and/or waters.

"Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, hookah, or any plant product intended or inhalation, including cannabis.

SECTION II:

Section 12.48.120 of the Orange Municipal Code, "Streets, Sidewalks and Public Places – Park Ordinance – Rules and Regulations," is hereby amended to read as follows:

12.48.120 Rules and Regulations.

The Director shall issue from time to time as they deem necessary, rules and regulations to implement the provisions of this chapter. Such rules and regulations shall have the force of law, to the extent consistent with this Chapter and applicable law, and failure to obey such rules shall be deemed a violation of the provisions of this chapter.

SECTION III:

Section 12.48.165 of the Orange Municipal Code, "Streets, Sidewalks and Public Places – Park Ordinance – Prohibited Activities," is hereby amended to read as follows:

12.48.165 Prohibited Activities.

No person shall:

- A. Skateboard in any Park except in the designated areas;
- B. Smoke or vape in any Park including any trail within a park, open space, recreational facility, or parking area associated with a park. This prohibition includes the use of any lighted or heated tobacco, nicotine, or cannabis product, and the use of any electronic smoking device;
- C. Gamble in any Park;

D. Use, sell or distribute any controlled substance in any Park, except as express authorized by state or federal law. Nothing in this section shall be interpreted to prohibit lawful possession of cannabis or prescription medications consistent with state law.

E. The smoking or vaping of cannabis is prohibited in all Parks pursuant to Subsection B.

SECTION IV:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION V:

The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law. This Ordinance shall take effect thirty (30) days from and after the date of its final passage.

ADOPTED this ____ day of _____, 2026.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney,
City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the _____ day of _____, 2026, and thereafter at the regular meeting of said City Council duly held on the ____ day of _____, 2026 was duly passed and adopted by the following vote, to wit:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange

ORDINANCE NO. 13-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING CHAPTER 12.48 OF THE ORANGE MUNICIPAL CODE PERTAINING TO PARKS TO UPDATE SECTIONS RELATED TO SMOKING AND/VAPING.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES
HEREBY ORDAIN AS FOLLOWS:

SECTION I:

Section 12.48.015 of the Orange Municipal Code, “Streets, Sidewalks and Public Places – Park Ordinance -- Definitions,” is hereby amended to read as follows:

12.48.015 Definitions.

For purposes of this chapter, the following terms shall have the meanings as set forth herein unless the context in which they are used clearly indicates a contrary meaning:

"Alcoholic beverage" shall mean alcohol, spirits, liquor, wine, beer, and every liquid or solid containing one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.

"Athletic facilities" shall mean those areas of a park designated for the purposes of athletic play on or at facilities such as, but not limited to sports courts and fields.

"Camping" means the use of public streets or public property for living accommodation or habitation purposes such as sleeping activities, or making preparations to sleep, including, but not limited to, the laying down of bedding for purposes of sleeping or using or storing personal belongings such as non-designated City cooking equipment, camping stoves, portable barbecues, sleeping bags, cots, beds, hammocks, extra clothing, or personal items when it reasonably appears, in light of all the circumstances, that the participants, in conducting these activities, are, in fact, using the public street or public property for living accommodation or habitation purposes.

"Department" shall mean the City of Orange Community Services Department.

"Director" shall mean the Director of the Department of Community Services or their designee.

"Electronic smoking device" means any device that delivers an aerosolized or vaporized substance to the user, including but not limited to, electronic cigarettes, vape pens, or similar devices.

"Food distribution to the public" means a temporary operation or undertaking by a person for the purpose of offering, distributing, or dispensing with or without charge therefor, food and/or beverages for consumption by the general public which uses the park or park facility for such activity. This activity shall not include any contract, lease, or other agreement for a concession or similar operation or enterprise approved by the Director or City Council.

"Park" means any public park or any portion thereof, including body of water, land, recreation, playground area, or any building thereon within the City of Orange owned and maintained by the City as a public park whether or not such has been formally dedicated for such purpose.

"Person" shall mean every person, firm, corporation, group of persons, or organization.

"Pollution" means the contamination or other alteration of the physical, chemical, or biological properties of park lands and/or waters.

"Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, hookah, or any plant product intended or inhalation, including cannabis.

SECTION II:

Section 12.48.120 of the Orange Municipal Code, "Streets, Sidewalks and Public Places – Park Ordinance – Rules and Regulations," is hereby amended to read as follows:

12.48.120 Rules and Regulations.

The Director shall issue from time to time as they deem necessary, rules and regulations to implement the provisions of this chapter. Such rules and regulations shall have the force of law, to the extent consistent with this Chapter and applicable law, and failure to obey such rules ~~same~~ shall be deemed a violation of the provisions of this chapter.

SECTION III:

Section 12.48.165 of the Orange Municipal Code, "Streets, Sidewalks and Public Places – Park Ordinance – Prohibited Activities," is hereby amended to read as follows:

12.48.165 Prohibited Activities.

No person shall:

- A. Skateboard in any Park except in the designated areas;
- B. Smoke or vape in any Park ~~within 25 feet of a playground, facility, or youth activity~~ including any trail within a park, open space, recreational facility, or parking area associated with a park. This prohibition includes the use of any lighted or heated tobacco, nicotine, or cannabis product, and the use of any electronic smoking device;

C. Gamble in any Park;

D. Use, sell or ~~possess~~ distribute any ~~drug controlled substance~~ in any Park, ~~including but not limited to marijuana/cannabis, cocaine, methamphetamine, heroin, LSD, ecstasy, ketamine, fentanyl and/or prescription painkillers which are not associated with a valid prescription for use/possession by the individual.~~ except as express authorized by state or federal law. Nothing in this section shall be interpreted to prohibit lawful possession of cannabis or prescription medications consistent with state law.

E. The smoking or vaping of cannabis is prohibited in all Parks pursuant to Subsection B.

SECTION IV:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION V:

The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law. This Ordinance shall take effect thirty (30) days from and after the date of its final passage.

ADOPTED this ____ day of _____, 2026.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney,
City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the _____ day of _____, 2026, and thereafter at the regular meeting of said City Council duly held on the ____ day of _____, 2026 was duly passed and adopted by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange



REGIONAL COOPERATIVE AGREEMENT (RCA)
CONTRACT NUMBER RCA-017-24010009
BETWEEN
COUNTY OF ORANGE/COUNTY PROCUREMENT OFFICE
AND
ALLSTAR FIRE EQUIPMENT INC.
FOR
FIRE EQUIPMENT AND SAFETY GEARS

This Contract **RCA-017-24010009** for Fire Equipment and Safety Gears (“Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (“County”) and Allstar Fire Equipment Inc., a State of California Corporation (“Contractor”) with a County and Contractor sometimes referred to individually as (“Party”) or collectively as (“Parties”).

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Pricing and Compensation

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Fire Equipment and Safety Gears under a firm fixed fee Contract; and,

WHEREAS, County solicited Contract for Fire Equipment and Safety Gears as set forth herein, and Contractor represented that it is qualified to provide Fire Equipment and Safety Gear to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Fire Equipment and Safety Gears to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

NOW, THEREFORE, the Parties mutually agree as follows.

ARTICLES

GENERAL TERMS AND CONDITIONS:

- A. **GOVERNING LAW AND VENUE:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **ENTIRE CONTRACT:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are

valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

- C. **AMENDMENTS:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **TAXES:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **DELIVERY:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **ACCEPTANCE/PAYMENT:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been rendered, inspected, and tested to the satisfaction of County, and 2) payment shall be made after satisfactory acceptance.
- G. **WARRANTY:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnittees as identified in Article "Z" below, and as more fully described in Article "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFRINGEMENT:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **ASSIGNMENT:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

- J. **NON-DISCRIMINATION:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **TERMINATION:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. **CONSENT TO BREACH NOT WAIVER:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **INDEPENDENT CONTRACTOR:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **PERFORMANCE WARRANTY:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **INSURANCE:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If Contractor fails to maintain insurance acceptable to County for the full term of this contract, County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, scheduled, non-owned and hired	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per accident or disease

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage, which will state As Required By Written Contract.
2. A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against ***County of Orange, its elected and appointed officials, officers,***

employees and agents, or provide blanket coverage, which will state ***As Required By Written Contract***.

All insurance policies required by this contract shall waive all rights of subrogation against County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of Contract, upon which County may suspend or terminate this contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be emailed to CEOCPOInsurance@ocgov.com

Certificate Holder must state:

County of Orange

c/o: CEO/County Procurement Office

Attn: Insurance

400 West Civic Center Drive, 5th Floor
Santa Ana, CA 92701

If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **CHANGES:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **CHANGE OF OWNERSHIP:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their County.

- R. **FORCE MAJEURE:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **CONFIDENTIALITY:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **COMPLIANCE WITH LAWS:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **FREIGHT:** For orders over \$5,000.00 (before sales tax), prior to the County's express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **SEVERABILITY:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **ATTORNEY FEES:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **INTERPRETATION:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own

choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.

- Y. **EMPLOYEE ELIGIBILITY VERIFICATION:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **INDEMNIFICATION PROVISIONS:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **AUDITS/INSPECTIONS:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.
- BB. **CONTINGENCY OF FUNDS:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **EXPENDITURE LIMIT:** Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS:

1. **SCOPE OF CONTRACT:** This Contract specifies the contractual terms and conditions by which the County will procure goods/services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A.
2. **TERM OF CONTRACT:** This Contract shall commence upon execution of all necessary signatures and continue for five (5) calendar year(s) from that date, unless otherwise terminated by County.
3. **AMERICANS WITH DISABILITIES ACT (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities
4. **AUTHORIZATION WARRANTY:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority
5. **BREACH OF CONTRACT:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **CAL-OSHA VEHICLE REGULATION:** All vehicles must meet California Motor Vehicle and Cal-OSHA regulations and all other applicable codes required for vehicle use on the roads or highways in the state of California.
7. **CIVIL RIGHTS:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
8. **COOPERATIVE CONTRACT:** The provisions and pricing of this Contract will be extended to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

A 2 percent rebate on Eligible Revenues will be paid to the County for any contracts the Contractor agrees to enter into with other entities under the provisions and pricing of this Contract. The Contractor shall provide quarterly Volume Sales Reports to the County about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required, may be deemed breach of the contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

9. **CONFLICT OF INTEREST—CONTRACTOR’S PERSONNEL:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
10. **CONFLICT OF INTEREST— COUNTY PERSONNEL:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
11. **CONTRACTOR WORK HOURS AND SAFETY STANDARDS:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County’s safety regulations and laws.
12. **CONTRACTOR PERSONNEL REFERENCE CHECK:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
13. **CONTRACTOR’S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
14. **CONTRACTOR PERSONNEL UNIFORMS/BADGES/IDENTIFICATION:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

All Contractor’s employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by the contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven days prior to any changes in this procedure.
15. **CONTRACTOR’S RECORDS:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing DPA.
16. **CONDITIONS AFFECTING WORK:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and

to know the general conditions, which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

17. **COUNTY OF ORANGE LOCAL SMALL BUSINESS PREFERENCE REQUIREMENTS:** Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
18. **DATA – TITLE TO:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
19. **DEBARMENT:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.
20. **DEFAULT:** In case of default by Contractor, the County of Orange may procure the services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
21. **DELIVERY LOCATION – NO LOADING DOCK:** Delivery locations may not have loading docks. The Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.
22. **DISABLED VETERAN BUSINESS ENTERPRISE:** Contractor certifies it is in compliance with County of Orange Disable Veteran Business Enterprise Preference requirements at the time this contract is executed.
23. **DISPUTES – CONTRACT:**
 - a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 - 1) Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - 2) Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

- 25. **DRUG-FREE WORKPLACE:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- a. The Contractor has made false certification, or
 - b. The Contractor violates the certification by failing to carry out the requirements as noted above.
- 26. **EMERGENCY/DECLARED DISASTER REQUIREMENTS:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

27. **ERRORS AND OMISSIONS:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
28. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.
- Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.
- Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.
29. **EQUIPMENT MAINTENANCE SERVICE:** Cleaning, inspecting, replacing all worn parts, lubricating, testing, and adjusting will be provided as required to maintain the equipment in satisfactory operating condition. The Contractor inspections will be completed during County work hours and will be coordinated with the agency/department having control of the equipment. Emergency service required and performed during normal business hours is included at no extra charge. The Contractor shall list any parts that are not considered part of this equipment maintenance price agreement.
30. **GRATUITIES:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
31. **HAZARDOUS CONDITIONS:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's

expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 5 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

32. **INTERPRETATION:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
33. **LOBBYING:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
34. **MATERIAL SAFETY DATA SHEETS (MSDS):** The Contractor is required to provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance provided to the County under the contractor's contract with the County. This includes hazardous substances that are not directly included in the Contract but are included in the goods or services provided by the Contractor to the County. The provision of the MSDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDSs for each substance must be sent to the place of shipment or provision of goods/services and must also be sent to:

County of Orange
CEO/Risk Management
Attn: Safety and Loss Prevention Program
PO Box 327
Santa Ana, CA 92702

35. **NEWS/INFORMATION RELEASE:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project manager.
36. **NOTICES:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Allstar Fire Equipment Inc.
 Attn: John Sprengelmeyer
 12328 Lower Azusa Rd.
 Arcadia, CA, 91006
 Phone: (626) 652-0900
 Email: johns@allstarfire.com

For County: County of Orange
 County Procurement Office
 Attn: Jessica Loy, Deputy Purchasing Agent
 400 West Civic Center Drive, 5th Floor
 Santa Ana, CA 92701
 Phone: 714-567-5113
 Email: Jessica.loy@ocgov.com

37. **ORDER DATES:** Orders may be placed during the term of the Contract even if delivery may not be made until after the term of the Contract. The Contractor must clearly identify the order date on all invoices to County and the order date must precede the expiration date of the Contract.
38. **OWNERSHIP OF DOCUMENTS:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
39. **PRECEDENCE:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
40. **PROJECT MANAGER, COUNTY:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.
- The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.
41. **PROJECT MANAGER AND KEY PERSONNEL, CONTRACTOR:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the

Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

42. **SUB-CONTRACTING:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

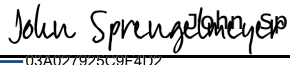
In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

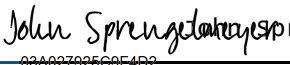
43. **SUBSTITUTIONS:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
44. **TERMINATION ORDERLY:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
45. **USAGE:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
46. **USAGE REPORTS:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
47. **WAIVERS - CONTRACT:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

ALLSTAR FIRE EQUIPMENT INC.*

DocuSigned by:			
	John Sprengelmeyer	SAles	9/12/2023
03A027925C9F4D2...			
Signature	Name	Title	Date

DocuSigned by:			
	John Sprengelmeyer	SAles	9/14/2023
03A027925C9F4D2...			
Signature	Name	Title	Date

COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

DocuSigned by:			
	Helen Hernandez	Deputy Purchasing Agent	9/14/2023
BDBA68A3CBB747A...			
Signature	Name	Title	Date

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

ATTACHMENT A**SCOPE OF WORK**

- I. GENERAL INFORMATION:** The County is comprised of 22 departments and over 18,000 employees located throughout the County. The County's core businesses are public safety, public health, environmental protection, regional planning, public assistance, social services and aviation. The County of Orange may have over 100+ locations/facilities that may require servicing throughout the County.

The County of Orange is seeking to partner with a qualified Fire Equipment and Safety Gear company or companies who can provide exceptional performance and competitive pricing. The County's intent is to obtain the most cost-effective fire equipment and safety gear while maximizing the quality and level of service. The Contractor is to provide Fire Equipment and Safety Gear on an on-going or as needed basis.

Each Department may have different hours of operations; however, all non-urgent deliveries shall be completed within regular County business hours. All emergency/urgent deliveries shall be coordinated with each respective ordering Department.

II. CONTRACTOR RESPONSIBILITIES:

1. Contractor shall:
 1. Possess all Federal, State and Local permits, licenses and approvals necessary to provide goods required in the Scope of Work. Any associated fees shall be the responsibility of the Contractor.
 2. Provide a dedicated account manager/sales representative and/or inside customer service representative knowledgeable of the Contract products, to efficiently answer all County questions/inquiries. Contractor account manager/sales representative shall be available during regular business hours to assist County with placement of orders, follow-ups and any other areas requiring assistance within the realm of their responsibility.
 3. All pricing is to be FOB: DESTINATION. No shipping charges will be authorized for payment for merchandise ordered against this Contract, including additional products.
 4. Make delivery arrangements directly with the requesting Department at the location specified on the order. Deliveries are expected to be made in full. Approval for delivery of partial or incomplete orders shall be obtained prior to delivery from the Department placing the order. Partial deliveries without approval may not be accepted and any charges incurred shall be the responsibility of the Contractor.
 5. Notify the requesting Department within two (2) working days after placing the order of any items out of stock.
 6. Itemize all applicable Federal and State taxes, as well as any other applicable taxes/fees as separate line items when invoicing. No self-imposed fees shall be accepted.
 7. Not charge the County for urgent order requests, which must be delivered to the location specified in the order within 24 hours from order acknowledgement, including after hours, weekends and holidays.
 8. Notify County in writing at least thirty (30) days prior to replacing a discontinued product. Discontinued products shall be removed automatically, however, the replacement product must be of equal to or exceed the quality of discontinued product and must be equal or less than the price listed on Contract. A new Product list may be uploaded as an Attachment, an Amendment may not be required.
 9. Not provide refurbished, irregular or used products.
 10. Ensure adequate stock availability of contracted items.

Provide substituted items that may be considered by the requesting department and must be equivalent or greater than the specifications required. Substituted items need to be approved by County departments.

III. HOURS OF OPERATIONS:

- A. Contractor shall maintain a telephone answering system, which, at a minimum, provides eight (8) hours a day, five (5) day week coverage from the hours of 8:00 am PT to 5:00 pm PT and/or e-mail address to place all requests/orders, as well as a contact name and number for 24-hour access phone number for emergency orders.
- B. For all general services, Contractor shall return calls or respond to emails within twenty-four (24) hours (equivalent to one (1) business day) to County regarding requests/orders. Any calls/emails received on Friday shall be answered by the following Monday, unless identified as an emergency or other arrangement is made with each ordering Department.

Account Representative Name:	Jeff Glanzrock or John Sprengelmeyer
Telephone No:	626-652-0900
Cell Phone No	(Jeff) 626-255-0435
E-Mail Address:	johns@allstarfire.com
AFTER-HOURS CONTACT	
After Hours Contact Name:	Jeff Glanzrock
After Hours Telephone No:	626-255-0435
After Hours E-Mail address:	johns@allstarfire.com , jeffg@allstarfire.com

- C. Any changes in Account Representative or After-Hours Account Representative shall be notified in writing to County, County Procurement Buyer listed under Articles 34-Notices.

COUNTY HOLIDAYS:

New Year's Day	Martin Luther King Day	Presidents' Day
Lincoln's Birthday	Memorial Day	July 4th
Columbus Day	Labor Day	Veterans Day
Thanksgiving & Day After Thanksgiving		Christmas

- D. (s) shall complete all work within regular County business hours, Monday through Friday 8:00 a.m. to 5:00 p.m. (PST), unless other arrangements are made by County Site Coordinator. Each Department may have different needs due to facility structure and/or hours of operations; Contractor shall accommodate requests based on each facility's needs and hours of operations.
- E. Some County facilities are twenty-four (24) hour operations, special arrangements shall be made between Contractor and County Site Coordinator.

IV. DELIVERY INSTRUCTIONS:

- A. Contractor Shall:
1. Deliver within five (5) business days from order acknowledgement, unless other arrangements are made with authorized County personnel.
 2. Provide an order or packing slip with all shipments. All products delivered must be properly and clearly labeled detailing product shipped.

3. Make delivery arrangements directly with the requesting Department at the time of placing the order. Deliveries are expected to be made in full shipments; approval for delivery of partial or incomplete orders shall be obtained prior to delivery from the department placing the order. Partial deliveries without prior approval may be rejected any charges incurred shall be the responsibility of the Contractor.
4. Be responsible for all delivery parking fees. County will not provide free parking for delivery services and/or parking fees will not be reimbursed. County will not issue any parking passes.
5. Not charge County for occasional emergency requests, which must receive delivery within 24-hours of order acknowledgement.
6. Delivery locations may not have loading docks. The Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.

V. DELIVERY LOCATIONS:

A. Contractor shall:

1. Schedule deliveries with each Department placing orders. There are numerous locations that require delivery throughout the County, all deliveries shall be made to the specific location on the order request. Contractor is required to make deliveries to all County of Orange locations/facilities.
2. Make delivery of goods to any of the County facilities within five (5) business days after acknowledgement of order, unless other arrangements are made, or order requires additional delivery time then Contractor shall coordinate with ordering department accordingly.

VI. ORDERING, METHODS AND PACKAGING & LABELING:

A. Contractor Shall:

1. Have the capability to accept orders through the following methods:
 - a. Electronic (email/internet)
 - b. Telephone
- B. Not require minimum quantity and/or cost per order. No other minimum delivery requirements shall apply. Orders shall be placed at the convenience of each Department.
- C. Provide a written order acknowledgement to end user via email for all items quoted/ordered, listing the name of ordering staff and phone number, order date, contract number, quantity ordered, unit of measure, pricing and estimated time of arrival.
- D. Have a packing list and label referencing the Purchase Order (PO or CT) and/or Contract Number (MA), order date, ship-to name and address, delivery zone (if requested), item number, item description, quantity, price and any additional information requested by the County on each order.

VII. LOST/DAMAGE SHIPMENTS AND RETURNS:

A. Contractor Shall:

1. If Contractor fails to deliver, or erroneously delivers products, Contractor is required to take immediate action to make the correct delivery at no cost to County.
2. Should any action cause visible damage to the products during transport, Contractor is required to immediately contact County and forward a damage report detailing the damage via email.
3. Have the capability of tracking all shipments to provide status to County Personnel.
4. Lost or damage shipments shall be replaced immediately and at no additional cost to County.

B. Contractor Shall (Returns):

1. Process returns made within fifteen (15) business days of delivery under any of the following circumstances:
 2. Items/Products ordered are received with visible or noted damage in shipment and/or delivery; these must be properly noted on the delivery receipt by the County's personnel.
 3. Items/Products ordered are received with concealed or not noted damage in shipment and/or delivery and the County discovery is properly recorded and reported to the Contractor within the next 24 hours of receipt of merchandise.
 4. Items/Products are incorrectly shipped.
 5. Items/Products received as late or delayed and because of the late or delayed delivery are deemed in good faith by the County to be unusable or no longer needed.
- C. Accept returns for items that do not meet County requirements. Any incorrect items shall be immediately replaced by Contractor without any cost to the County.
- D. Under no circumstances, Contractor shall charge any restocking fees to any items being returned for any of the above reasons.
- E. All returns shall be coordinated via email, telephone, or fax to the Contractor by the Department's designated buyer or authorized County Personnel.
- F. Contractor may choose to pick up items/products being returned or send a pre-paid return label to return package at no cost to the County. A credit for returned items shall be issued within thirty (30) business days of notification. Contractor shall not charge restocking fees for any returns.

VIII. EMERGENCY (URGENT) ORDER REQUESTS:

- A. County may place emergency/urgent orders, which are defined as goods require to be **delivered** as soon as possible, or within next business day from receiving the call/email, including County observed holidays and weekends.
- B. Contractor shall not bill any additional fees for emergency/urgent deliveries. During the course of the Contract, Departments may require an emergency/urgent order for delivery.
- C. All emergency/urgent deliveries shall be coordinated with each respective ordering Department.

The Intent of this Contract is for daily operations; however, in an Emergency Event or Declared Disaster by the County, Contractor shall service the County during such an emergency under the same terms and conditions that apply during regular standard non-emergency/disaster conditions. This Contract may be subject to unusual usage. Emergency Events or Declared Disasters may be rare occurrences.

IX. COUNTY RESPONSIBILITIES:

- A. The County reserves the right to obtain competitive bids on any material or service and to utilize the data provided under this Contract relative to necessary materials and services.
- B. The County reserves the right to update Attachment B, if any item is discontinued or changed by the Manufacturer and add a direct replacement of equal or greater quality with no change in price, as per this Contract. An amendment may not be required.
- C. Recycling Program-County: County shall rinse or remove food particles from foam disposable products (plates/cups).
- D. County shall place rinsed foam recyclables in plastic trash bags and put them in the boxes originally used for shipment.

X. SECURITY REQUIREMENTS:

- A. The County operates several secured facilities: most notable are several Probation, Sheriff and Airport operated sites. Contractors and their employees who perform services in these facilities will be required to strict operation policies and may be required to pass a background check prior to their employment due to security requirements for certain facilities covered under this Contract. During performance of the work, especially at detention facilities, workers shall closely monitor all tools, equipment and other materials at all times. Workers shall have no contact verbal or physical, with any inmate of these facilities. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.
1. The Contractor will provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by the Contractor and approved by the County Site Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and are subject to Contract termination. The list of all Personnel/Employees working on County projects shall be submitted prior to award of this Contract.
 2. Contractor shall prepare and submit a Security Clearance form to the County Site Coordinator for all persons who will be working on or who will need access to secured facilities.
 3. Security Clearance forms shall be submitted at least five (5) working days prior to the start of work or prior to the use of any person subsequent to the start of work.
 4. Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
 5. No person shall be employed on this work who has not received prior clearance from the Probation Department, Sheriff's Department or John Wayne Airport.
 6. The County, John Wayne Airport, the Probation Department and the Sheriff's Department are not under any obligation to give a reason clearance is denied.
 7. The Contractor shall be responsible to sign in with the County Site Coordinator or designee, as required. Upon arrival at any secure facility (e.g., JWA, Probation) the Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.
 8. Specifically:
 2. Do not give names or addresses to internees.
 3. Do not receive any names or addresses from internees.
 4. Do not disclose the identity of any internee to anyone outside the facility.
 5. Do not give any materials to internees.
 6. Do not receive any materials from internees (including materials to be passed to another individual or internee).
 7. **Failure to comply with these requirements is a criminal act and can result in prosecution.*
 9. Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange.

“The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport”.

All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badged individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff's Department Airport Detail Office for proper handling.

The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff's Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.

- a. All vehicles parked on-site shall be locked and thoroughly secured at all times.
- b. All equipment and materials shall remain in the Contractor possession at all times and shall never be left unattended. All lost or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff's facilities.
- c. Personnel shall not smoke or use profanity or other inappropriate language while on-site.
- d. Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
- e. Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
- f. Contractor employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the County Site Coordinator unless otherwise directed and shall direct all inquiries or requests to the County Site Coordinator.

XI. PRODUCT LIST:

ITEM NO	ITEM DESCRIPTION	MANUFACTURER
1.	Nozzle, Brass Turbojet 1½”, swivel inlet, 60-95-125	Akron
2.	Wrench, shutoff brass 1½”, swivel inlet x 1½” male	Akron
3.	Application, Coast Guard 1½ ” x 4’ long, 60° bend	Akron
4.	Application, Coast Guard 1½ ” x 10’ long, 90° bend	Akron
5.	Nozzle, Coast Guard CG-15, 1½” inlet	Akron
6.	Nozzle, Navy 4 AN, 1½”inlet	Akron
7.	Valve, Leader Live WYE, 2½” female inlet x two 1½” male outlet	Akron
8.	Wrench, Spanner and Hydrant	Akron
9.	Wrench, Hydrant Adjustable	Akron
10.	Hood, with Bib and Liner – Majestic PAC III PBI Flash Hood	PAC III PBI
11.	Gloves, ProTech Fusion Short Cuff, all sizes	ProTech

ITEM NO	ITEM DESCRIPTION	MANUFACTURER
12.	Helmet, Yellow w/4" Face Shield	Phenix
13.	Boots, Shoe Fit Hellfire Rubber, all sizes	Thorogood
14.	Turnout Coat, Fire (PBI Max V-Force Tan) Size 44ch x35l x Rsl	Lion/Janesville
15.	Trouser, Fire (PBI Max V-Force Tan) Belted Turnout Pants Size 38R	Lion/Janesville
16.	Coat, Fire 7.5 oz., Yellow Nomex, Traditional 35" length	Lion/Janesville
17.	Pant, Fire 7.5 oz., Yellow Nomex, Traditional	Lion/Janesville
18.	3% x 3% in a 5 Gallon Jug	FireAde 2000
19.	Red SCBA Mask Bag, Fleece Lined	CMC
20.	White 3" x 50' Big 10 Double Jacket Fire Hose – all Polyester Rubber Lined with 2.5" Brass Rocker Lug Couplings	Key Fire
21.	White 1.5" x 15' Big 10 Double Jacket Fire Hose – all Polyester Rubber Lined with 1.5" Brass Rocker Lug Couplings	Key Fire
22.	White 1.5" x 25' Big 10 Double Jacket Fire Hose – all Polyester Rubber Lined with 1.5" Brass Rocker Lug Couplings	Key Fire
23.	White 1.5" x 50' Big 10 Double Jacket Fire Hose – all Polyester Rubber Lined with 1.5" Brass Rocker Lug Couplings	Key Fire
24.	Carbon Fiber Cylinder and Valve Assembly – 45 Minutes – 4500 PSI	Scott Safety
25.	Personnel Fire Equipment Bags	N/A

All items are to be listed manufacturer or equivalent

ATTACHMENT B**PRICING AND COMPENSATION**

- I. COMPENSATION:** This is a firm-fixed fee Contract between County and Contractor to provide Fire Equipment and Safety Gears as set forth in Attachment A, "Scope of Work."

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Prices and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

ITEM NO.	ITEM DESCRIPTION	MANUFACTURER	ITEM PRICE
1.	Nozzle, Brass Turbojet 1½", swivel inlet, 60-95-125	Akron	\$812.00
2.	Wrench, shutoff brass 1½", swivel inlet x 1½" male	Akron	\$647.00
3.	Application, Coast Guard 1½" x 4' long, 60° bend	Akron	\$317.50
4.	Application, Coast Guard 1½" x 10' long, 90° bend	Akron	\$647.00
5.	Nozzle, Coast Guard CG-15, 1½" inlet	Akron	\$684.00
6.	Nozzle, Navy 4 AN, 1½" inlet	Akron	\$813.50
7.	Valve, Leader Live WYE, 2½" female inlet x two 1½" male outlet	Akron	\$707.70
8.	Wrench, Spanner and Hydrant (Note: This item must be purchased in quantity of 4)	Akron	\$75.10
9.	Wrench, Hydrant Adjustable (Note: This item must be purchased in quantity of 4)	Akron	\$59.10
10.	Hood, with Bib and Liner – Majestic PAC III PBI Flash Hood	PAC III PBI	\$47.00
11.	Gloves, ProTech Fusion Short Cuff, all sizes	ProTech	\$76.00
12.	Helmet, Yellow w/4" Face Shield	Phenix	\$293.00
13.	Boots, Shoe Fit Hellfire Rubber, all sizes	Thorogood	\$168.70
14.	Turnout Coat, Fire (PBI Max V-Force Tan) Size 44ch x35l x Rsl	Lion/Janesville	\$2,050.00
15.	Trouser, Fire (PBI Max V-Force Tan) Belted Turnout Pants Size 38R	Lion/Janesville	\$1,210.00
16.	Coat, Fire 7.5 oz., Yellow Nomex, Traditional 35" length	Lion/Janesville	\$1,275.00
17.	Pant, Fire 7.5 oz., Yellow Nomex, Traditional	Lion/Janesville	\$820.00
18.	3% x 3% in a 5 Gallon Jug	FireAde 2000	\$235.00
19.	Red SCBA Mask Bag, Fleece Lined	CMC	\$40.00
20.	White 3" x 50' Big 10 Double Jacket Fire Hose – all Polyester Rubber Lined with 2.5" Brass Rocker Lug Couplings	Key Fire	\$583.00

ITEM NO.	ITEM DESCRIPTION	MANUFACTURER	ITEM PRICE
21.	White 1.5" x 15' Big 10 Double Jacket Fire Hose – all Polyester Rubber Lined with 1.5" Brass Rocker Lug Couplings	Key Fire	\$99.00
22.	White 1.5" x 25' Big 10 Double Jacket Fire Hose – all Polyester Rubber Lined with 1.5" Brass Rocker Lug Couplings	Key Fire	\$120.00
23.	White 1.5" x 50' Big 10 Double Jacket Fire Hose – all Polyester Rubber Lined with 1.5" Brass Rocker Lug Couplings	Key Fire	\$176.00
24.	Carbon Fiber Cylinder and Valve Assembly – 45 Minutes – 4500 PSI	Scott Safety	\$1,385.95
25.	Personnel Fire Equipment Bags	N/A	\$65.00

- II. PRICING:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows: **All items are to be listed manufacturer or equivalent**
- III. MISCELLANEOUS CLAUSE:** Contractor shall provide a quote for items not listed under Attachment A.
- Miscellaneous items not listed in the Contract, may be purchased off this Contract. Contractor will provide requesting department with quote and process order once the County department has authorized the order in writing.
- Prices shall include all costs, but not limited to, overhead, all necessary labor, transportation, freight, delivery and/or shipping/handling fees, fuel/fuel surcharges, mileage, storage, self-imposed fees and any other costs necessary to provide the item/s requested. For any orders under \$5,000.00, freight will be charged at a direct cost the County. Miscellaneous item purchases shall not exceed \$5,000.00 per item including tax, except when ordering the same items multiple times. No single order shall exceed \$25,000.00 including tax and all other costs.
- In addition to the commodity requirements and all other terms and conditions provided herein, Contractor shall satisfy the following billing/invoicing procedures for miscellaneous items not named specifically in this attachment. Failure to follow these procedures fully may delay payment of miscellaneous items.
- An authorized County Department staff member will contact the Contractor to obtain a written quote for any items needed that are not listed above or are of a different quantity than specified.
 - If the authorized County Department staff member finds the quote satisfactory, the authorized staff member will sign the quote and email or fax it back to the vendor authorizing the purchase. The Contractor under no circumstance shall release or deliver any miscellaneous items without a written quote signed by an authorized County Department staff member, in their possession.
 - Contractor must attach with the invoice a copy of the matching quote with the authorized County Department staff member signature.
 - The agency/department shall certify on the invoice that the prices are per the signed quote.
- IV. PRICE INCREASE/DECREASES:** No price increases will be permitted during the first term/year of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 180 days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

- V. FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- VI. CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- VII. PAYMENT TERMS:** Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.
- Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.
- Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.
- VIII. PAYMENT – INVOICING INSTRUCTIONS:** Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
- A. Contractor's name and address
 - B. Contractor's remittance address, if different from 1 above
 - C. Contractor's Taxpayer ID Number
 - D. Name of County Agency/Department
 - E. Delivery/service address
 - F. Master Agreement (MA) or Purchase Order (PO) number
 - G. Agency/Department's Account Number
 - H. Date of invoice
 - I. Product/service description, quantity, and prices
 - J. Sales tax, if applicable
 - K. Freight/delivery charges, if applicable
 - L. Total
- Contractor shall issue and send invoices according to each Department Subordinate Agreement instructions/requirements of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- IX. ELECTRONIC FUNDS TRANSFER (EFT):** County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request an EFT form, please contact the DPA.