

Tuesday, May 27, 2025, 5:00 PM
COUNCIL CHAMBER
6650 Beach Boulevard
Buena Park, CA 90621

BUENA PARK CITY COUNCIL
REGULAR MEETING AGENDA

5:00 p.m.
PUBLIC HEARINGS AT 6:00 P.M.

1. GENERAL

- 1.A. CALL TO ORDER
- 1.B. ROLL CALL
- 1.C. INVOCATION
 - Pastor Albert Fontanez, Grace and Truth Tabernacle Church
- 1.D. PLEDGE OF ALLEGIANCE
 - Connie Hurtado, Community Services Supervisor
- 1.E. CITY MANAGER REPORT
 - Aaron France, City Manager

2. PRESENTATIONS

- 2.A. SISTER CITY KOREA TRIP PRESENTATION
 - Presented by the Members of the Buena Park High School Delegation
- 2.B. PRESENTATION OF TRASH CART CONTEST WINNERS
 - Presented by Lotus Thai, Sustainability Manager
- 2.C. PROCLAMATION RECOGNIZING MAY 22, 2025, AS HARVEY MILK DAY
 - Presented to Stephanie Wade, Military Veteran & Transgender Rights Advocate
- 2.D. PRESENTATION BY THE ORANGE COUNTY HOPE CENTER
 - Presentation by George Searcy, OC HOPE Center Executive Director
- 2.E. FIRE HAZARD SEVERITY ZONE MAP PRESENTATION
 - Presentation by Matt Schuetz, OCFA Division 7 Chief

3. ORAL COMMUNICATIONS

3.A. ORAL COMMUNICATIONS

This is the portion of the meeting set aside to invite public comments regarding any item on the Regular Meeting Agenda only. Public comments are limited to no more than three minutes each. Those wishing to speak in-person are asked to add your information at the digital public kiosk located at the entrance of the Council Chamber.

4. CONSENT CALENDAR

The items listed under the Council Consent Calendar are considered routine business and will be voted on together by one motion unless a Council Member requests separate action. At this time the City Council or public may ask to speak on any item on the Consent Calendar.

4.A. APPROVAL OF MINUTES

— Recommended Action: Approve the Minutes of the Special and Regular City Council Meetings of May 13, 2025.

4.B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

— Recommended Action: Adopt Resolutions approving the Claims and Demands.

4.C. TREASURER'S REPORT FOR THE MONTH OF APRIL 2025

— Recommended Action: Receive and file the reports.

4.D. PROCLAMATION RECOGNIZING MAY 22, 2025, AS HARVEY MILK DAY

— Recommended Action: Approve proclamation.

4.E. PROCLAMATION RECOGNIZING MAY 26, 2025, AS MEMORIAL DAY

— Recommended Action: Approve proclamation.

4.F. FINAL PAYMENT TO AYALA ENGINEERING, INC. FOR THE 23-24/24-25 ANNUAL SEWER MANHOLE REHABILITATION PROJECT

— Recommended Action: 1) Accept the project as complete and approve a final payment to Ayala Engineering, Inc. in the amount of \$133,990; and, 2) Direct the Public Works Department to file a Notice of Completion.

4.G. PROFESSIONAL SERVICES AGREEMENT WITH TRANSTECH ENGINEERS, INC. FOR ENGINEERING ENTITLEMENT PRIVATE DEVELOPMENT PLAN REVIEW SERVICES

— Recommended Action: 1) Approve a Professional Services Agreement with Transtech Engineers, Inc., to provide Engineering Entitlement Private Development Plan Review services without a guaranteed minimum and total compensation, not to exceed the value of work orders issued by the City; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 3) Authorize the City Manager and City Clerk to execute the agreement.

4.H. BUDGET APPROPRIATION AND APPROVAL OF CHANGE ORDER NO. 1 FOR THE 6591 BEACH BOULEVARD FIRE HYDRANT INSTALLATION PROJECT

— Recommended Action: 1) Approve an appropriation of \$122,367.53 from the undesignated Economic Development Fund balance to the project account; and, 2) Authorize Change Order No. 1 in the amount of \$10,867.63 with Big Ben Engineering, Inc.

4.I. APPROVAL OF TRACT MAP NO. 19319 AT 8030 DALE STREET

— Recommended Action: 1) Approve Tract Map No. 19319 at 8030 Dale Street.; and, 2) Authorize the City Engineer and City Clerk to execute the tract map.

5. NEW BUSINESS

5.A. ORDINANCE ADDING CHAPTER 8.14 OF THE BUENA PARK MUNICIPAL CODE FOR CONSTRUCTION AND DEMOLITION DEBRIS, FEES, AND SECURITY DEPOSITS

— Recommended Action: 1) Adopt an Ordinance adding Chapter 8.14 (Construction and Demolition Waste Recycling Program) to the Buena Park Municipal Code to codify requirements for construction and demolition debris that are mandated by California law.

5.B. PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE ORANGETHORPE AVENUE COMPLETE STREETS PLANNING STUDY

— Recommended Action: 1) Approve a Professional Services Agreement with Kimley-Horn and Associates, Inc. in the amount of \$349,928.77 for the Orangethorpe Avenue Complete Streets Planning Study; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to execute the agreement; and, 4) Authorize a budget transfer in the amount of \$350,000 from the undesignated Gas Tax Fund balance for this purpose.

5.C. RESOLUTION ESTABLISHING NEW RATES FOR THE COLLECTION, RECYCLING, AND DISPOSAL OF REFUSE AND APPROVAL OF A UTILITY BILL INSERT REGARDING THE NEW RESIDENTIAL REFUSE RATES

— Recommended Action: 1) Adopt a Resolution establishing new rates for the collection, recycling, and disposal of refuse; and, 2) Approve a utility bill insert notifying residential customers of a refuse rate adjustment effective July 1, 2025.

5.D. AUTHORIZE NORESKO, LLC TO PROCEED TO THE 90% INVESTMENT GRADE AUDIT PHASE, APPROVE A BUDGET APPROPRIATION, AND APPROVE AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT WITH JBA CONSULTING DBA NV5 CONSULTANTS, INC. FOR INVESTMENT GRADE AUDIT AGREEMENT (IGAA) SUPPORT

— Recommended Action: 1) Authorize NORESKO, LLC to proceed to the 90% Investment Grade Audit Phase with a cost in the amount of \$189,000; 2) Approve Amendment No. 3 to Professional Services Agreement 23-08 with JBA Consulting dba NV5 Consultants, Inc. for Investment Grade Audit Agreement (IGAA) support in the amount of \$19,262; 3) Approve a budget allocation of \$209,000 from the undesignated General Fund balance to fund the NORESKO, LLC and NV5 agreements; 4) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 5) Authorize the City Manager and City Clerk to execute the agreement.

6. PUBLIC HEARING

Public Hearings are held at 6:00 PM

6.A. PUBLIC HEARING ON ISSUANCE OF TAX-EXEMPT BONDS FOR DORADO SENIOR APARTMENTS LOCATED AT 8622 STANTON AVENUE AND RESOLUTION APPROVING THE ISSUANCE OF BONDS

— Recommended Action: 1) Conduct a Tax Equity and Fiscal Responsibility Act Hearing in consideration of the issuance of tax-exempt bond financing by the California Statewide Communities Development Authority for the benefit of Dorado Senior, LP, to provide financing for the acquisition, rehabilitation, improvement, and equipping of a 150-unit multifamily rental housing project generally known as Dorado Senior Apartments; and, 2) Adopt a resolution approving the issuance of Bonds by the California Statewide Communities Development Authority not to exceed \$30,000,000, for the benefit of Dorado Senior, LP, to provide financing for the acquisition, rehabilitation, improvement, and equipping of a 150-unit multifamily rental housing project generally known as Dorado Senior Apartments.

7. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

7.A. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

8. RECESS

8.A. RECESS

9. STUDY SESSION

9.A. DISCUSS AND PROVIDE DIRECTION REGARDING CONSIDERATION OF A FUTURE MUNICIPAL CODE AMENDMENT TO RESTRICT UNNECESSARY COMMERCIAL VEHICLE IDLING

10. CITY MANAGER REPORT

10.A. CITY MANAGER REPORT

11. COMMISSION & COMMITTEE UPDATES

11.A. COMMISSION & COMMITTEE UPDATES

12. ADJOURNMENT

This agenda contains a brief general description of each item to be considered. Supporting documents are available for review and copying at City Hall or at www.buenapark.com. Supplementary materials distributed to the City Council less than 72 hours before the meeting are posted to the City's website at www.buenapark.com and copies are available for public inspection beginning the next regular business day in the City Clerk's Office. Video streaming of the meeting is available on the City's website. This governing body is prohibited from discussing or taking action on any item which is not included in this agenda; however, may ask clarifying questions, ask staff to follow-up, or provide other direction. The order of business as it appears on this agenda may be modified by the governing body. In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, contact the City Clerk's Office at (714) 562-3750 or the California Relay Service at 711. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility.

If you would like to participate in any matter of business on the agenda and would like translation in Korean or Spanish please contact the **City Clerk's Office at (714) 562-3750 48-hours prior to the meeting**. Residents requiring translation during Oral Communications are encouraged to bring interpreters.

시의회 목록에 있는 정식 안건에 대해 의견을 발표하고 싶으신 경우, 중국어, 한국어, 스페인어, 타갈로에 대한 통역사가 필요하시면 시미팅 48시간전 시서기 오피스로 (714-562-3750) 연락하시면 됩니다. 정식안건이 아닌 주민 발언시간에 발표하실 경우, 본인의 통역사를 직접 모시고 오시면 감사하겠습니다.

Si le gustaría participar en audiencia pública o cualquier asunto de negocios programado en la agenda y necesita traducción en chino, coreano, español, tagalo o vietnamita, comuníquese con la Oficina del Secretario de la Ciudad, 48 horas antes de la reunión al (714) 562-3750. Para participar en los comentarios públicos sobre cualquier otro asunto dentro de la jurisdicción del ayuntamiento, se les recomienda que traiga un intérprete.

I, Adria M. Jimenez, MMC, City of Buena Park, do hereby certify, under penalty of perjury under the laws of the State of California that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at Buena Park City Hall, 6650 Beach Blvd., and uploaded to the City of Buena Park website www.buenapark.com.

Adria M. Jimenez, MMC
Director of Government and Community Relations
City Clerk

Date Posted: May 22, 2025



City Council Regular Meeting Agenda Report

A. APPROVAL OF MINUTES

Meeting	Agenda Group
Tuesday, May 27, 2025, 5:00 PM	CONSENT CALENDAR Item: 4A.
Prepared By	Department Head Approval
Anna Almquist, Assistant City Clerk	Adria Jimenez, Director of Government & Community Relations/City Clerk
Presented By	
Anna Almquist, Assistant City Clerk	

RECOMMENDED ACTION

Approve the Minutes of the Special and Regular City Council Meetings of May 13, 2025.

Attachments

[Minutes to be provided.pdf](#)

MINUTES OF CITY COUNCIL MEETING
OF THE CITY OF BUENA PARK

Special and Regular City Council Meetings of May 13, 2025.

(TO BE PROVIDED)

City Council Regular Meeting Agenda Report

B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

Meeting	Agenda Group
Tuesday, May 27, 2025, 5:00 PM	CONSENT CALENDAR Item: 4B.
Prepared By	Department Head Approval
Sung Hyun, Director of Finance	Aaron France, City Manager
Presented By	
Sung Hyun, Director of Finance	

RECOMMENDED ACTION

Adopt Resolutions approving the Claims and Demands.

Attachments

[Claims 430383-430581 reso.pdf](#)

[Claims 430383-430581 att1of2 resolist.pdf](#)

[Claims 430383-430581 att2of2 voids.pdf](#)

[Claims PR051625 reso.pdf](#)

[Claims PR051625 att1of1 resolist.pdf](#)

RESOLUTION NO _____,

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$1,427,828.26 DEMAND NOS., 430383 THROUGH 430581 CANCELLED NOS 426791, 426839, 426876, 427008, 427138, 429737, AND 430191 VOIDS SEE ATTACHED LIST

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the Director of Finance or his designated representative hereby certify to the accuracy of the following demands and to the availability of funds for payment thereof.

Director of Finance

SECTION 2: That claims and demands Nos.430383 through 430581 the sum of \$1,427,828.26 set forth on the 17-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed as set forth.

PASSED AND ADOPTED this _____ day of _____ 2025 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____
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I hereby certify that the foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2025

City Clerk

SUNGARD PUBLIC SECTOR
DATE: 05/07/2025
TIME: 16:00:15

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20250424 00:00:00.000' and '20250507 00:00:00.000'
ACCOUNTING PERIOD: 11/25

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	426791	V 09/11/24	00004593	FUN ON THE FARM, INC.	275120	HORSE FUN PRESCHOOL	0.00	-266.00
1011	426839	V 09/11/24	10013879	ALEJANDRO MIMES	11	RF/OVCHG/6162 KINGMAN	0.00	-885.95
1011	426876	V 09/11/24	10013871	RENUMEDI GLOBAL INC	52	UB REFUND	0.00	-16.31
1011	427008	V 09/25/24	10013748	YONG CHOI	275120	TAE TWON DO/SUMMER24	0.00	-85.78
1011	427138	V 09/25/24	10013895	SEGURA FAMILY TRUST	52	UB REFUND	0.00	-390.80
1011	429737	V 03/26/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/FEB-25	0.00	-501.85
1011	429737	V 03/26/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/FEB-25	0.00	-179.19
1011	429737	V 03/26/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/FEB-25	0.00	-109.29
1011	429737	V 03/26/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/FEB-25	0.00	-179.19
1011	429737	V 03/26/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/FEB-25	0.00	-501.57
1011	429737	V 03/26/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/FEB-25	0.00	-109.29
1011	429737	V 03/26/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/FEB-25	0.00	-519.02
1011	429737	V 03/26/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/FEB-25	0.00	-109.29
1011	429737	V 03/26/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/FEB-25	0.00	-109.29
1011	429737	V 03/26/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/FEB-25	0.00	-558.37
1011	429737	V 03/26/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/FEB-25	0.00	-109.29
TOTAL	CHECK						0.00	-2,876.35
1011	430191	V 04/23/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/MAR-25	0.00	-508.10
1011	430191	V 04/23/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/MAR-25	0.00	-179.19
1011	430191	V 04/23/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/MAR-25	0.00	-109.29
1011	430191	V 04/23/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/MAR-25	0.00	-525.60
1011	430191	V 04/23/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/MAR-25	0.00	-109.29
1011	430191	V 04/23/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/MAR-25	0.00	-558.16
1011	430191	V 04/23/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/MAR-25	0.00	-109.29
1011	430191	V 04/23/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/MAR-25	0.00	-501.61
1011	430191	V 04/23/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/MAR-25	0.00	-179.19
1011	430191	V 04/23/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/MAR-25	0.00	-109.29
TOTAL	CHECK						0.00	-2,889.01
1011	430383	05/07/25	10003794	A T & T	170670	9391054290 APR-25	0.00	31.65
1011	430383	05/07/25	10003794	A T & T	126143	9391026072 APR-25	0.00	31.65
1011	430383	05/07/25	10003794	A T & T	170670	9391026070 APR-25	0.00	61.75
1011	430383	05/07/25	10003794	A T & T	660241	9391026088 APR-25	0.00	242.32
1011	430383	05/07/25	10003794	A T & T	170670	9391031458 APR-25	0.00	311.10
1011	430383	05/07/25	10003794	A T & T	170670	9391026051 APR-25	0.00	412.71
1011	430383	05/07/25	10003794	A T & T	170670	9391026049 APR-25	0.00	217.30
1011	430383	05/07/25	10003794	A T & T	650302	9391050275 APR-25	0.00	61.75
1011	430383	05/07/25	10003794	A T & T	650302	9391031455 APR-25	0.00	207.90
TOTAL	CHECK						0.00	1,578.13
1011	430384	05/07/25	10004528	A T & T	170670	149868998 APR-25	0.00	133.75
1011	430385	05/07/25	10012737	A T & T	650303	LEA TRACKING NUMBERS	0.00	195.00
1011	430386	05/07/25	10004247	A T & T MOBILITY	631140	287260985373 APR-25	0.00	246.65
1011	430387	05/07/25	10004247	A T & T MOBILITY	170670	287261541007 APR-25	0.00	89.72

SUNGARD PUBLIC SECTOR
DATE: 05/07/2025
TIME: 16:00:15

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20250424 00:00:00.000' and '20250507 00:00:00.000'
ACCOUNTING PERIOD: 11/25

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	430388	05/07/25	10004247	A T & T MOBILITY	126143	287345550627 APRIL-25	0.00	402.24
1011	430389	05/07/25	10004247	A T & T MOBILITY	275305	828554058 APR-25	0.00	129.28
1011	430390	05/07/25	10004247	A T & T MOBILITY	731150	996095853 APRIL-25	0.00	313.22
1011	430391	05/07/25	00005626	ABBA TERMITE & PESTCONTR	860810	BEE REMOVAL	0.00	195.00
1011	430391	05/07/25	00005626	ABBA TERMITE & PESTCONTR	170670	PEST CONTROL/APR-25	0.00	650.00
1011	430391	05/07/25	00005626	ABBA TERMITE & PESTCONTR	860810	BEE SERVICE	0.00	95.00
1011	430391	05/07/25	00005626	ABBA TERMITE & PESTCONTR	170670	PEST CONTROL	0.00	95.00
TOTAL CHECK							0.00	1,035.00
1011	430392	05/07/25	00003929	AFLAC	73	CHARGES/APRIL-25	0.00	6,297.82
1011	430393	05/07/25	00005342	AGA ENGINEERS, INC.	590184	2025 ENG/TRF STUDY	0.00	18,610.00
1011	430394	05/07/25	10007175	ANCOM GROUP INC.	275405	MATH WORKSHOP	0.00	281.96
1011	430395	05/07/25	10012896	AGILE OCCUPATIONAL MEDIC	121110	PRE-EMP PHYS/APRIL-25	0.00	870.00
1011	430396	05/07/25	10003198	ALL CITY MANAGEMENT SERV	550502	SCH.CRS.GRD 3/30-4/12	0.00	11,425.83
1011	430397	05/07/25	10008899	ALLIED RELIABILITY INC	170670	INFRARED INSPECTION A	0.00	1,800.00
1011	430398	05/07/25	10007352	ALVAREZ-GLASMAN & COLVIN	110105	GEN LAW MO RET/JAN25	0.00	927.59
1011	430398	05/07/25	10007352	ALVAREZ-GLASMAN & COLVIN	110105	GEN LAW MO RET/JAN25	0.00	22,500.00
TOTAL CHECK							0.00	23,427.59
1011	430399	05/07/25	10009316	AMOBIOUS GROUP INC	115120	3 MOS VERIBOOK	0.00	150.00
1011	430400	05/07/25	00005384	ANDY GUMP, INC	860810	RESTROOM SERVICE	0.00	322.69
1011	430400	05/07/25	00005384	ANDY GUMP, INC	860810	RESTROOM SERVICE	0.00	60.50
TOTAL CHECK							0.00	383.19
1011	430401	05/07/25	10013646	ANTHONY Q CONSTRUCTION,	126128	HIP202304 MARTINEZ	0.00	18,247.00
1011	430402	05/07/25	00009015	TAJEN GRAPHICS, INC	275140	BANNER STAKES	0.00	32.63
1011	430402	05/07/25	00009015	TAJEN GRAPHICS, INC	275210	PARK BANNERS	0.00	1,370.25
1011	430402	05/07/25	00009015	TAJEN GRAPHICS, INC	275210	POSTERS	0.00	104.40
TOTAL CHECK							0.00	1,507.28
1011	430403	05/07/25	00006700	B L WALLACE DISTRIBUTOR	352363	METER LIDS	0.00	255.68
1011	430404	05/07/25	10013530	FAMELA BALUYOT	11	REF DEPOSIT RT#R11891	0.00	500.00
1011	430405	05/07/25	00003499	BARR & CLARK ENVIRONMENT	732031	LBP/CASTILLO 7860 LA	0.00	325.00
1011	430406	05/07/25	10007722	SELF INSURED SERVICES CO	73	LTD & LIFE/APRIL-25	0.00	5,640.51
1011	430406	05/07/25	10007722	SELF INSURED SERVICES CO	73	LTD & LIFE/APRIL-25	0.00	3,500.06
TOTAL CHECK							0.00	9,140.57

SUNGARD PUBLIC SECTOR
DATE: 05/07/2025
TIME: 16:00:15

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20250424 00:00:00.000' and '20250507 00:00:00.000'
ACCOUNTING PERIOD: 11/25

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	430407	05/07/25	10006864	SELF INSURED SERVICES CO	73	DENTAL INVOICE/APR-25	0.00	23,454.80
1011	430408	05/07/25	10011418	DENNIS LONG	101101	MEMORIAL DAY WREATHS	0.00	1,643.19
1011	430409	05/07/25	00000423	BOYS & GIRLS CLUB OF BUE	732094	REIMB Q-3 JAN-MAR-25	0.00	3,580.17
1011	430410	05/07/25	00000011	MANHATTAN STITCHING COMP	171710	ITEM# K469 - EMBROIDER	6.97	96.97
1011	430410	05/07/25	00000011	MANHATTAN STITCHING COMP	171710	UPCHARGE 2XL-2	0.31	4.31
1011	430410	05/07/25	00000011	MANHATTAN STITCHING COMP	171710	#ITEM K573 - SKYDIVER	4.19	58.19
1011	430410	05/07/25	00000011	MANHATTAN STITCHING COMP	275145	P-NUT BASEBALL SCREEN	199.95	2,779.95
1011	430410	05/07/25	00000011	MANHATTAN STITCHING COMP	275145	P-NUT BASEBALL SCREEN	97.65	1,357.65
TOTAL	CHECK						309.07	4,297.07
1011	430411	05/07/25	10014198	BRIDGEROCK CONSTRUCTION	11	PMT#1 RET.	0.00	-5,813.48
1011	430411	05/07/25	10014198	BRIDGEROCK CONSTRUCTION	106131	NAV CT RESTROOM/MAR25	0.00	116,269.50
TOTAL	CHECK						0.00	110,456.02
1011	430412	05/07/25	10013147	BRODMANN BROTHER'S, INC.	732031	HIP202426 MACARANAS	0.00	11,835.00
1011	430412	05/07/25	10013147	BRODMANN BROTHER'S, INC.	126128	HIP202413 CASTILLO	0.00	11,995.00
TOTAL	CHECK						0.00	23,830.00
1011	430413	05/07/25	10014229	MY ONLY SOLUTION LLC	171710	BODY DAMAGE	0.00	5,629.97
1011	430414	05/07/25	00010646	IVAN RODRIGUEZ	171710	BLUETOOTH RADIO	0.00	376.61
1011	430414	05/07/25	00010646	IVAN RODRIGUEZ	171710	BLUETOOTH RADIO	0.00	376.61
1011	430414	05/07/25	00010646	IVAN RODRIGUEZ	171710	BLUETOOTH RADIO	0.00	376.61
TOTAL	CHECK						0.00	1,129.83
1011	430415	05/07/25	00000015	BUENA PARK LOCK & KEY SH	170670	HARDWARE	0.00	29.91
1011	430416	05/07/25	00000759	BUENA PARK PLAQUE & TROP	170670	NAME PLATES	0.00	34.48
1011	430416	05/07/25	00000759	BUENA PARK PLAQUE & TROP	170670	NAME PLATES	0.00	25.75
TOTAL	CHECK						0.00	60.23
1011	430417	05/07/25	10005196	BUENA PARK ROTARY CLUB	101101	L.HOQUE & C.FRANCO	0.00	60.00
1011	430418	05/07/25	10001219	CALIF BUILDING STANDARDS	731150	JAN-MAR25/BLDG STD.	0.00	-78.00
1011	430418	05/07/25	10001219	CALIF BUILDING STANDARDS	11	JAN-MAR25/BLDG STD.	0.00	780.00
TOTAL	CHECK						0.00	702.00
1011	430419	05/07/25	10012193	JANE M. CAMERON	106132	CRIME WATCH/MAY-25	0.00	200.00
1011	430420	05/07/25	10014030	ALI IBRAHIM & TALAB IBRA	275105	STAFF IN-SVC MEAL	0.00	1,597.20
1011	430421	05/07/25	10011902	CASC ENGINEERING & CONSU	731120	LAND USE ELEM/MAR-25	0.00	8,522.90
1011	430422	05/07/25	10008346	JAMES NOWLIN	275140	EGGSTRAV/SECURITY	0.00	437.50
1011	430423	05/07/25	10004469	CERRITOS DODGE CHRYSLER	171710	CRANK SHAFT SENSOR	0.00	579.23
1011	430423	05/07/25	10004469	CERRITOS DODGE CHRYSLER	171710	WATER PUMP	0.00	232.85
TOTAL	CHECK						0.00	812.08

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	430424	05/07/25	10012931	CHARTER COMMUNICATIONS	170670	188676301 APR-25	0.00	361.74
1011	430425	05/07/25	10012931	CHARTER COMMUNICATIONS	170670	188676701 APR-25	0.00	120.09
1011	430426	05/07/25	10012931	CHARTER COMMUNICATIONS	170670	188676901 APRIL-25	0.00	200.00
1011	430427	05/07/25	10007941	CHARTER COMMUNICATIONS H	650404	8448400240089222	0.00	12.49
1011	430428	05/07/25	10013748	YONG CHOI	275120	I LOV SUN DO TKO	0.00	166.25
1011	430429	05/07/25	10007616	CINTAS CORPORATION NO.	3 160105	UNIF RENT/MAR-25	0.00	109.29
1011	430429	05/07/25	10007616	CINTAS CORPORATION NO.	3 160105	UNIF RENT/MAR-25	0.00	109.29
1011	430429	05/07/25	10007616	CINTAS CORPORATION NO.	3 160105	UNIF RENT/MAR-25	0.00	109.29
1011	430429	05/07/25	10007616	CINTAS CORPORATION NO.	3 160105	UNIF RENT/MAR-25	0.00	109.29
1011	430429	05/07/25	10007616	CINTAS CORPORATION NO.	3 160105	UNIF RENT/MAR-25	0.00	179.19
1011	430429	05/07/25	10007616	CINTAS CORPORATION NO.	3 160105	UNIF RENT/MAR-25	0.00	179.19
1011	430429	05/07/25	10007616	CINTAS CORPORATION NO.	3 160105	UNIF RENT/MAR-25	0.00	179.19
1011	430429	05/07/25	10007616	CINTAS CORPORATION NO.	3 160105	UNIF RENT/FEB-25	0.00	109.29
1011	430429	05/07/25	10007616	CINTAS CORPORATION NO.	3 160105	UNIF RENT/FEB-25	0.00	109.29
1011	430429	05/07/25	10007616	CINTAS CORPORATION NO.	3 160105	UNIF RENT/FEB-25	0.00	109.29
1011	430429	05/07/25	10007616	CINTAS CORPORATION NO.	3 160105	UNIF RENT/FEB-25	0.00	179.19
1011	430429	05/07/25	10007616	CINTAS CORPORATION NO.	3 160105	UNIF RENT/FEB-25	0.00	179.19
1011	430429	05/07/25	10007616	CINTAS CORPORATION NO.	3 160105	UNIF RENT/FEB-25	0.00	501.57
1011	430429	05/07/25	10007616	CINTAS CORPORATION NO.	3 160105	UNIF RENT/FEB-25	0.00	501.85
1011	430429	05/07/25	10007616	CINTAS CORPORATION NO.	3 160105	UNIF RENT/FEB-25	0.00	519.02
1011	430429	05/07/25	10007616	CINTAS CORPORATION NO.	3 160105	UNIF RENT/FEB-25	0.00	558.37
1011	430429	05/07/25	10007616	CINTAS CORPORATION NO.	3 160105	UNIF RENT/MAR-25	0.00	501.61
1011	430429	05/07/25	10007616	CINTAS CORPORATION NO.	3 160105	UNIF RENT/MAR-25	0.00	508.10
1011	430429	05/07/25	10007616	CINTAS CORPORATION NO.	3 160105	UNIF RENT/MAR-25	0.00	525.60
1011	430429	05/07/25	10007616	CINTAS CORPORATION NO.	3 160105	UNIF RENT/MAR-25	0.00	558.16
TOTAL CHECK							0.00	5,765.36
1011	430430	05/07/25	10014256	JOHN VAN DOREN	631140	ADM HEARING 4/21/25	0.00	400.00
1011	430431	05/07/25	00000206	CLINICAL LAB OF SAN BERN	352363	WATER SAMPLE MAR 25	0.00	2,249.50
1011	430432	05/07/25	10000724	COAST SURVEYING INC.	590004	PAVEMENT REHAB/MAR25	0.00	4,770.50
1011	430433	05/07/25	10006450	COLONIAL LIFE	73	INS.PREMIUM/APR-25	0.00	554.62
1011	430434	05/07/25	10011250	CONTROL AIR ENTERPRISES	106131	HVAC REPAIR	0.00	266.16
1011	430435	05/07/25	10014253	COUNTY OF ORANGE	490025	PMT#FE24-0325 LABOR	0.00	242.90
1011	430436	05/07/25	10002389	COUNTY OF ORANGE TREASUR	550502	SURCHG CITES/MAR-25	0.00	11,739.00
1011	430437	05/07/25	10002389	COUNTY OF ORANGE TREASUR	650404	MO TECH CHGJAN-25	0.00	175.97
1011	430438	05/07/25	10014252	JAN CURRIE	107420	GEN CLAIM STLMT#25-19	0.00	950.00
1011	430439	05/07/25	10011541	L.N. CURTIS AND SONS	650208	JULIAN MEDRANO POLO	0.00	142.42
1011	430439	05/07/25	10011541	L.N. CURTIS AND SONS	650208	DAVID MOON POLO	0.00	142.42

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	430439	05/07/25	10011541	L.N. CURTIS AND SONS	650208	RECORDS A. RAMIREZ	0.00	167.65
1011	430439	05/07/25	10011541	L.N. CURTIS AND SONS	650208	EMBROIDERED BADGE	0.00	62.02
1011	430439	05/07/25	10011541	L.N. CURTIS AND SONS	650208	A. CHRISTIANSEN POLO	0.00	142.42
TOTAL	CHECK						0.00	656.93
1011	430440	05/07/25	00002728	DANIELS TIRE SERVICE	171710	TIRES	0.00	1,682.42
1011	430441	05/07/25	10007373	DAYLE MCINTOSH CENTER	651611	TECH ASSIS FEE	0.00	400.00
1011	430442	05/07/25	10013833	DELORITO ENTERPRISES INC	560231	CITY LOGOS FOR SIGNS	0.00	1,044.00
1011	430443	05/07/25	00000741	DELL MARKETING L P	126143	OPTIPLEX MICOR FORM FA	1,788.87	27,120.27
1011	430443	05/07/25	00000741	DELL MARKETING L P	126143	DELL 7-IN-1 USB-C MULT	0.00	245.22
TOTAL	CHECK						1,788.87	27,365.49
1011	430444	05/07/25	00001072	DEPARTMENT OF CONSERVATI	11	JAN-MAR25/SEISMIC MO	0.00	-233.14
1011	430444	05/07/25	00001072	DEPARTMENT OF CONSERVATI	11	JAN-MAR25/SEISMIC MO	0.00	4,662.88
TOTAL	CHECK						0.00	4,429.74
1011	430445	05/07/25	10013538	DONNOE & ASSOCIATES, INC	121110	PD CORPORAL TEST	0.00	451.00
1011	430446	05/07/25	00000035	DOOLEY ENTERPRISES INC	650407	AMMUNITION SUPPLIES	0.00	66.67
1011	430447	05/07/25	10013343	DUDEK	731105	CLIMATE ACTION/MAR-25	0.00	20,413.75
1011	430448	05/07/25	10012764	EFFICIENT X-RAY, INC	650307	BIOHAZ WASTE 4/14/25	0.00	75.00
1011	430449	05/07/25	10006175	ELITE EQUIPMENT, INC.	352363	REPAIR	0.00	1,097.89
1011	430450	05/07/25	00009627	EMCOR SERVICE MESA ENERG	170670	HVAC REPAIR	0.00	1,426.00
1011	430451	05/07/25	10012373	DOMINICK ESCOBEDO	650208	GANG CF 5/27-30/25	0.00	624.00
1011	430452	05/07/25	10008311	EVERETT DOREY, LLP	107420	KIM KOMAROMI	0.00	577.00
1011	430452	05/07/25	10008311	EVERETT DOREY, LLP	107420	DENISSE CHAVEZ	0.00	3,942.50
1011	430452	05/07/25	10008311	EVERETT DOREY, LLP	107420	DENISSE CHAVEZ	0.00	4,160.50
TOTAL	CHECK						0.00	8,680.00
1011	430453	05/07/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	348.60
1011	430453	05/07/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	303.75
TOTAL	CHECK						0.00	652.35
1011	430454	05/07/25	10004626	EXPEDIA, INC.	995100	ADS	0.00	8,921.04
1011	430455	05/07/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FILTER STOCK	0.00	95.21
1011	430455	05/07/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	POWER PUMP	0.00	447.59
1011	430455	05/07/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AIR FILTER	0.00	16.29
1011	430455	05/07/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	OIL FILTER	0.00	6.44
1011	430455	05/07/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	STOCK ORDER	0.00	141.78
1011	430455	05/07/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	POWER BRAKE BOOSTER	0.00	427.13
TOTAL	CHECK						0.00	1,134.44

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1011	430456	05/07/25	10014254	DISTRICT ATTORNEY INVEST	650208	SCGC 2025 5/27-30/25	0.00	885.00
1011	430457	05/07/25	10006064	FEWER FIRES, LLC	170670	FIRE EXTINGUISHER SVC	0.00	355.96
1011	430458	05/07/25	10003190	FOOD 4 LESS	275605	WINGS PROGRAM SUPPLY	0.00	132.69
1011	430458	05/07/25	10003190	FOOD 4 LESS	732044	HOMELESS OUTREACH	0.00	265.44
1011	430458	05/07/25	10003190	FOOD 4 LESS	275140	SPRING EGG SNACKS	0.00	290.62
TOTAL CHECK							0.00	688.75
1011	430459	05/07/25	00001095	FRANCHISE TAX BOARD	73	PE 04/25/2025	0.00	571.27
1011	430460	05/07/25	10002147	FUJITEC AMERICA, INC.	170670	ELEVATOR MAINT	0.00	464.58
1011	430461	05/07/25	00000046	FULLER ENGINEERING INC	352363	CL2 CABALLERO	0.00	426.30
1011	430461	05/07/25	00000046	FULLER ENGINEERING INC	352363	CL2 BOISSERANC	0.00	1,048.35
1011	430461	05/07/25	00000046	FULLER ENGINEERING INC	352363	CL2 LINDEN	0.00	1,163.63
1011	430461	05/07/25	00000046	FULLER ENGINEERING INC	352363	CL2 FREEWAY	0.00	171.83
1011	430461	05/07/25	00000046	FULLER ENGINEERING INC	352363	CL2 KNOTT	0.00	301.24
TOTAL CHECK							0.00	3,111.35
1011	430462	05/07/25	10013834	G&A NELOS CONSTRUCTION,	52	PMT#4 RET.	0.00	-10,000.00
1011	430462	05/07/25	10013834	G&A NELOS CONSTRUCTION,	396828	WTR MAIN CONN/APR-25	0.00	200,000.00
TOTAL CHECK							0.00	190,000.00
1011	430463	05/07/25	00002221	MICHAEL GALOS	651607	REPLENISH CIT FUND	0.00	350.00
1011	430464	05/07/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	359.75
1011	430464	05/07/25	00002166	GANAHL LUMBER CORP	352567	STORM DRAIN SUPPLIES	0.00	413.24
1011	430464	05/07/25	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	183.64
1011	430464	05/07/25	00002166	GANAHL LUMBER CORP	352567	STORM DRAIN SUPPLIES	0.00	110.86
1011	430464	05/07/25	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	163.06
1011	430464	05/07/25	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	3.80
1011	430464	05/07/25	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	98.92
1011	430464	05/07/25	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	77.54
1011	430464	05/07/25	00002166	GANAHL LUMBER CORP	352363	BACKFLOW REPAIR PARTS	0.00	70.17
1011	430464	05/07/25	00002166	GANAHL LUMBER CORP	275140	SPRING EGG MATERIALS	0.00	63.00
1011	430464	05/07/25	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	47.05
1011	430464	05/07/25	00002166	GANAHL LUMBER CORP	631140	SMALL TOOLS	0.00	17.38
1011	430464	05/07/25	00002166	GANAHL LUMBER CORP	275140	SPRING EGG MATERIALS	0.00	35.85
1011	430464	05/07/25	00002166	GANAHL LUMBER CORP	275140	SPRING EGG MATERIALS	0.00	46.71
1011	430464	05/07/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI SUPPLIES	0.00	56.93
TOTAL CHECK							0.00	1,747.90
1011	430465	05/07/25	10014249	CATRINA GETER	275140	REF/SHELTER#R12390	0.00	110.00
1011	430466	05/07/25	10001832	GHD INC	11	7962 PINCHOT	0.00	573.50
1011	430466	05/07/25	10001832	GHD INC	11	8030 DALE ST.	0.00	802.13
1011	430466	05/07/25	10001832	GHD INC	11	7051 VALLEY VIEW	0.00	959.51
1011	430466	05/07/25	10001832	GHD INC	11	6245 AUTO CENTER	0.00	1,535.63
1011	430466	05/07/25	10001832	GHD INC	11	8030 DALE ST.	0.00	2,839.51
1011	430466	05/07/25	10001832	GHD INC	11	8030 DALE ST.	0.00	48.88
1011	430466	05/07/25	10001832	GHD INC	11	6245 AUTO CENTER	0.00	52.88

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1011	430466	05/07/25	10001832	GHD INC	11	7682 CRAIG	0.00	120.75
1011	430466	05/07/25	10001832	GHD INC	11	8150 LA PALMA	0.00	146.63
1011	430466	05/07/25	10001832	GHD INC	11	6411 BEACH	0.00	201.25
1011	430466	05/07/25	10001832	GHD INC	11	8402 COMMONWEALTH	0.00	356.50
TOTAL	CHECK						0.00	7,637.17
1011	430467	05/07/25	00000055	GRAINGER INC	170670	CREDIT MEMO	0.00	-57.17
1011	430467	05/07/25	00000055	GRAINGER INC	170670	HARDWARE	0.00	55.15
1011	430467	05/07/25	00000055	GRAINGER INC	171710	SEAL	0.00	7.92
1011	430467	05/07/25	00000055	GRAINGER INC	170670	HARDWARE	0.00	1,030.31
1011	430467	05/07/25	00000055	GRAINGER INC	171710	BATTERY	0.00	35.47
TOTAL	CHECK						0.00	1,071.68
1011	430468	05/07/25	10014259	CAROL ANN HALBERT	275140	REF/DEPOSIT RT#R12137	0.00	135.00
1011	430469	05/07/25	00001106	HARRINGTON INDUSTRIAL PL	352363	GRADING LINDEN WELL	0.00	1,296.42
1011	430470	05/07/25	10012288	HASA INC.	860820	CHEMICALS	0.00	1,622.01
1011	430470	05/07/25	10012288	HASA INC.	860820	CHEMICALS	0.00	720.95
1011	430470	05/07/25	10012288	HASA INC.	860820	CHEMICALS	0.00	1,525.49
1011	430470	05/07/25	10012288	HASA INC.	860820	POOL MAINT	0.00	1,150.00
1011	430470	05/07/25	10012288	HASA INC.	860820	POOL MAINT	0.00	950.00
TOTAL	CHECK						0.00	5,968.45
1011	430471	05/07/25	00000873	HDL COREN & CONE	997100	PROP TAX/APR-JUNE-25	0.00	625.00
1011	430471	05/07/25	00000873	HDL COREN & CONE	126120	PROP TAX/APR-JUNE-25	0.00	3,335.00
TOTAL	CHECK						0.00	3,960.00
1011	430472	05/07/25	10008369	MARK HUCKABEY	650208	CPR TRG 4/14,18/25	0.00	1,725.00
1011	430472	05/07/25	10008369	MARK HUCKABEY	650208	CPR TRG 4/18/25	0.00	2,250.00
TOTAL	CHECK						0.00	3,975.00
1011	430473	05/07/25	10013659	HI STANDARD AUTOMOTIVE,	171710	UPFITTING OF UNIT 23-0	0.00	27,183.13
1011	430474	05/07/25	10014245	HO, VINCHIN	52	UB REFUND	0.00	35.00
1011	430475	05/07/25	00002854	VERONICA HOCHEDÉ	275305	BALLROOM DNC	0.00	805.12
1011	430477	05/07/25	00000057	HOME DEPOT / GECF	275160	PICKLE BALL TAPE	0.00	106.78
1011	430477	05/07/25	00000057	HOME DEPOT / GECF	275140	SPRING EGG SUPPLIES	0.00	245.97
1011	430477	05/07/25	00000057	HOME DEPOT / GECF	352363	ROPE	0.00	19.80
1011	430477	05/07/25	00000057	HOME DEPOT / GECF	352363	HAND TOOLS	0.00	112.99
1011	430477	05/07/25	00000057	HOME DEPOT / GECF	352363	IMPACT WRENCH	0.00	279.07
1011	430477	05/07/25	00000057	HOME DEPOT / GECF	170670	HARDWARE PLUMBING	0.00	131.78
1011	430477	05/07/25	00000057	HOME DEPOT / GECF	352567	EARTH DAY	0.00	13.93
1011	430477	05/07/25	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	144.37
1011	430477	05/07/25	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	297.33
1011	430477	05/07/25	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	111.04
1011	430477	05/07/25	00000057	HOME DEPOT / GECF	352567	STORM DRAIN REPAIR	0.00	238.00
1011	430477	05/07/25	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	142.21
1011	430477	05/07/25	00000057	HOME DEPOT / GECF	860810	SMALL TOOLS	0.00	192.87
1011	430477	05/07/25	00000057	HOME DEPOT / GECF	352567	STORM DRAIN REPAIR	0.00	32.28

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	430477	05/07/25	00000057	HOME DEPOT /	352567	STORM DRAIN REPAIR	0.00	231.36
1011	430477	05/07/25	00000057	HOME DEPOT /	352567	STORM DRAIN REPAIR	0.00	231.36
1011	430477	05/07/25	00000057	HOME DEPOT /	352567	STORM DRAIN REPAIR	0.00	295.75
1011	430477	05/07/25	00000057	HOME DEPOT /	352567	STORM DRAIN REPAIR	0.00	299.03
1011	430477	05/07/25	00000057	HOME DEPOT /	560210	PORTABLE GENERATOR	0.00	1,022.55
1011	430477	05/07/25	00000057	HOME DEPOT /	170670	HARDWARE	0.00	27.97
1011	430477	05/07/25	00000057	HOME DEPOT /	170670	HARDWARE	0.00	59.21
1011	430477	05/07/25	00000057	HOME DEPOT /	170670	HARDWARE	0.00	138.75
1011	430477	05/07/25	00000057	HOME DEPOT /	352363	TRUCK STOCK	0.00	22.73
1011	430477	05/07/25	00000057	HOME DEPOT /	352363	MEETING AREA	0.00	80.78
1011	430477	05/07/25	00000057	HOME DEPOT /	275130	SUMMER CAMP SUPPLIES	0.00	51.07
1011	430477	05/07/25	00000057	HOME DEPOT /	275130	SUMMER CAMP SUPPLIES	0.00	190.71
1011	430477	05/07/25	00000057	HOME DEPOT /	352567	CREDIT MEMO	0.00	-265.50
1011	430477	05/07/25	00000057	HOME DEPOT /	352567	STORM DRAIN REPAIR	0.00	265.50
TOTAL CHECK							0.00	4,719.69
1011	430478	05/07/25	10009091	HUE C LUU	731150	ENG SVCS/APRIL-25	0.00	6,930.00
1011	430479	05/07/25	10013020	IDN WILCO, INC.	170670	LOCK HARDWARE	0.00	839.41
1011	430480	05/07/25	00009561	TRADITIONAL AUTO SUPPLY	171710	FILTERS	0.00	163.56
1011	430480	05/07/25	00009561	TRADITIONAL AUTO SUPPLY	171710	OIL FILTER	0.00	24.52
1011	430480	05/07/25	00009561	TRADITIONAL AUTO SUPPLY	171710	STOCK ORDER	0.00	29.70
1011	430480	05/07/25	00009561	TRADITIONAL AUTO SUPPLY	171710	CREDIT MEMO	0.00	-77.58
1011	430480	05/07/25	00009561	TRADITIONAL AUTO SUPPLY	171710	BATTERIES	0.00	505.13
1011	430480	05/07/25	00009561	TRADITIONAL AUTO SUPPLY	171710	CREDIT MEMO	0.00	-41.48
1011	430480	05/07/25	00009561	TRADITIONAL AUTO SUPPLY	171710	OIL FILTER	0.00	40.17
1011	430480	05/07/25	00009561	TRADITIONAL AUTO SUPPLY	171710	BATTERY	0.00	256.89
1011	430480	05/07/25	00009561	TRADITIONAL AUTO SUPPLY	171710	TRAILER JACK	0.00	124.05
1011	430480	05/07/25	00009561	TRADITIONAL AUTO SUPPLY	171710	AIRBAGS	0.00	404.75
TOTAL CHECK							0.00	1,429.71
1011	430481	05/07/25	10014248	INSEON JANG	11	REF/DEPOSIT#R11980	0.00	500.00
1011	430482	05/07/25	10013401	JUDE JEANMARIE	11	RF/E25-0106/6386 FLAM	0.00	100.00
1011	430483	05/07/25	10013884	ROBERT JIMENEZ	650208	LASERFICHE 4/14-17/25	0.00	456.45
1011	430484	05/07/25	00000054	TED JONES FORD INC.	171710	CREDIT MEMO	0.00	-91.32
1011	430484	05/07/25	00000054	TED JONES FORD INC.	171710	HOUSING	0.00	47.05
1011	430484	05/07/25	00000054	TED JONES FORD INC.	171710	BRACKET	0.00	91.32
1011	430484	05/07/25	00000054	TED JONES FORD INC.	171710	PURGE VALVE	0.00	96.31
1011	430484	05/07/25	00000054	TED JONES FORD INC.	171710	KEY	0.00	208.82
1011	430484	05/07/25	00000054	TED JONES FORD INC.	171710	RACK AND PINION	0.00	2,413.04
1011	430484	05/07/25	00000054	TED JONES FORD INC.	171710	BODY PARTS	0.00	3,665.40
1011	430484	05/07/25	00000054	TED JONES FORD INC.	171710	SHOCKS	0.00	345.59
TOTAL CHECK							0.00	6,776.21
1011	430485	05/07/25	10003543	MOLLY H. KNOX	275305	EXERCISE CLASS	0.00	120.00
1011	430486	05/07/25	00004811	COMPULINK MANAGEMENT CEN	126143	LASERFICHE, 5 BUSINESS	0.00	950.00
1011	430486	05/07/25	00004811	COMPULINK MANAGEMENT CEN	126143	LASERFICHE, BUSINESS U	0.00	23,750.00

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	430486	05/07/25	00004811	COMPULINK MANAGEMENT	CEN 126143	LASERFICHE, SCAN CONNE	0.00	500.00
1011	430486	05/07/25	00004811	COMPULINK MANAGEMENT	CEN 126143	LASERFICHE, PARTICIPAN	0.00	2,040.00
TOTAL CHECK							0.00	27,240.00
1011	430487	05/07/25	00007523	LEGAL SHIELD, INC	73	INVOICE/APRIL-25	0.00	91.60
1011	430488	05/07/25	00002866	SERGIO LEPE	650208	GANG CF 5/27-30/25	0.00	624.00
1011	430489	05/07/25	00000069	LESLIE'S POOL SUPPLIES I	860820	CHEMICALS	0.00	74.35
1011	430490	05/07/25	10012746	ROBERTO LEYVA	11	REF DEPOSIT RT#R11343	0.00	500.00
1011	430491	05/07/25	00001657	LIEBERT CASSIDY WHITMORE	121110	GENERAL/MAR-25	0.00	1,252.50
1011	430492	05/07/25	10013334	ANTONIO LOPEZ	11	CATERING 5/30/25	0.00	1,760.00
1011	430493	05/07/25	10007925	KATHLEEN LOWETH	106117	5 BLOGS DELIVERABLES	0.00	843.75
1011	430494	05/07/25	00000077	LU'S LIGHTHOUSE INC	171710	STOCK ORDER	0.00	174.06
1011	430494	05/07/25	00000077	LU'S LIGHTHOUSE INC	171710	WIPER BLADES	0.00	34.97
TOTAL CHECK							0.00	209.03
1011	430495	05/07/25	10011920	KIMBERLY MA	731120	REF 50% OF FEES	0.00	810.00
1011	430496	05/07/25	10005515	KATHLEEN MASTIN	275305	LINE DANCE	0.00	109.12
1011	430497	05/07/25	00007624	MIKE MCGEE	352363	REIMB DISPLAY MONITOR	0.00	295.62
1011	430497	05/07/25	00007624	MIKE MCGEE	352363	REIMB DISPLAY MONITOR	0.00	62.50
TOTAL CHECK							0.00	358.12
1011	430498	05/07/25	10014258	ALICIA MEJIA	275140	REF DEPOSIT RT\$R12077	0.00	160.00
1011	430499	05/07/25	00003714	METRO FLUID CONNECTORS I	171710	HOSE	0.00	684.61
1011	430500	05/07/25	10000030	HILDA S. MILES	275120	POLYNESIAN DANCE	0.00	1,293.42
1011	430501	05/07/25	10013879	ALEJANDRO MIMES	11	RF/OVCHG 6162 KINGMAN	0.00	885.95
1011	430502	05/07/25	00010786	MIRACLE RECREATION EQUIP	860810	PLAYGROUND PARTS	0.00	505.78
1011	430503	05/07/25	10001962	MITSUBISHI ELECTRIC & EL	170670	ELEVATOR MAINT	0.00	439.35
1011	430504	05/07/25	10013264	MOBILE FLEET WASH, CORP	171710	MOBILE CAR WASH	0.00	880.00
1011	430505	05/07/25	00004380	MUNICIPAL MAINTENANCE EQ	352567	STORM DRAIN REPAIR	0.00	919.00
1011	430506	05/07/25	00009876	MUNICIPAL WATER DIST OF	352510	WATER DELIVERY/MAR-25	0.00	47,071.49
1011	430507	05/07/25	00000987	NATIONAL CONSTRUCTION RE	290164	RESTROOM RENTAL	0.00	725.25
1011	430507	05/07/25	00000987	NATIONAL CONSTRUCTION RE	106131	RESTROOM RENTAL	0.00	1,286.35
TOTAL CHECK							0.00	2,011.60

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	430508	05/07/25	00010205	NATIONAL DATA & SURVEYIN	560220	TRAFFIC COUNTS AND DAT	0.00	1,245.00
1011	430509	05/07/25	00001854	NIXON-EGLI EQUIPMENT COM	171710	FILTERS	0.00	250.91
1011	430510	05/07/25	10007111	OC CLERK-RECORDER'S OFFI	11	8071 SAN MARINO CIR.	0.00	50.00
1011	430511	05/07/25	10012194	KEVIN OHLER	106132	CRIME WATCH/MAR-25	0.00	900.00
1011	430512	05/07/25	10014261	FAIYAZ OMERJEE	11	REF/DEPOSIT RT#R11201	0.00	1,000.00
1011	430513	05/07/25	10007787	HBV ENTERPRISES, INC.	171710	ROTORS/PADS	0.00	201.38
1011	430514	05/07/25	10013968	ORKIN, LLC	170670	BED BUG SERVICE	0.00	695.00
1011	430515	05/07/25	10013645	PARK CONSULTING GROUP	190062	LMS PROCURE/APR-25	0.00	3,000.00
1011	430516	05/07/25	00000222	EDCO/PARK DISPOSAL CORP.	171710	CNG FUEL	0.00	247.86
1011	430517	05/07/25	00000222	EDCO/PARK DISPOSAL CORP.	460220	RES BILLING/APRIL-25	0.00	386,183.60
1011	430518	05/07/25	00001804	PETRA GEOSCIENCES, INC	731150	BLDG.PL CK. SVC/APR25	0.00	2,860.00
1011	430518	05/07/25	00001804	PETRA GEOSCIENCES, INC	731150	SOIL REV/SOAK CITY	0.00	1,684.00
TOTAL	CHECK						0.00	4,544.00
1011	430519	05/07/25	00007516	PHOENIX GROUP INFORMATIO	550502	PK CIT PROC/MAR-25	0.00	727.05
1011	430519	05/07/25	00007516	PHOENIX GROUP INFORMATIO	550502	PK CIT PROC/MAR-25	0.00	5,467.49
1011	430519	05/07/25	00007516	PHOENIX GROUP INFORMATIO	631140	ADM CIT PROCESS/MAR25	0.00	220.69
1011	430519	05/07/25	00007516	PHOENIX GROUP INFORMATIO	631140	ADM CIT PROCESS/MAR25	0.00	430.69
1011	430519	05/07/25	00007516	PHOENIX GROUP INFORMATIO	631140	ADM CIT PROCESS/MAR25	0.00	683.79
TOTAL	CHECK						0.00	7,529.71
1011	430520	05/07/25	10014131	ANDY PROCEL	650208	GANG CF 5/27-30/25	0.00	624.00
1011	430521	05/07/25	00004049	PSOMAS CORP.	396859	PEAK PK WELL/MAR-25	0.00	3,465.90
1011	430522	05/07/25	10008467	QUADIENT LEASING USA, IN	121135	LEASE PAYMENT	0.00	1,112.11
1011	430523	05/07/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	195.75
1011	430523	05/07/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	489.38
TOTAL	CHECK						0.00	685.13
1011	430524	05/07/25	10014013	RATE GAIN ADARA INC.	995100	ADS	0.00	8,533.16
1011	430525	05/07/25	10000184	RJM DESIGN GROUP INC	190140	FRIENDSHIP PARK/MAR25	0.00	1,823.10
1011	430526	05/07/25	10001125	ROADLINE PRODUCTS INC	560231	SIGN BANDS/ST.SIGNS	0.00	986.99
1011	430527	05/07/25	00001777	S & S WORLDWIDE INC.	275105	ITEM #: FN2264002 - MA	0.00	264.99
1011	430527	05/07/25	00001777	S & S WORLDWIDE INC.	275105	TAX	0.00	23.19
1011	430527	05/07/25	00001777	S & S WORLDWIDE INC.	275105	SHIPPING	0.00	39.75
TOTAL	CHECK						0.00	327.93

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1011	430528	05/07/25	10001389	SANTA ANA COLLEGE	650208	PRE ACAD & BASIC ACAD	0.00	115.00
1011	430528	05/07/25	10001389	SANTA ANA COLLEGE	650208	PRE ACAD & BASIC ACAD	0.00	1,357.00
TOTAL	CHECK						0.00	1,472.00
1011	430529	05/07/25	00008766	JON-MICHAEL SHADDOW	650208	SLI#547 S7 5/29-31/25	0.00	256.00
1011	430530	05/07/25	00008766	JON-MICHAEL SHADDOW	73	MEDICARE OVER PAID	0.00	526.49
1011	430531	05/07/25	00000462	THE SHERWIN WILLIAMS	170670	PAINT	0.00	73.94
1011	430531	05/07/25	00000462	THE SHERWIN WILLIAMS	170670	PAINT	0.00	79.84
TOTAL	CHECK						0.00	153.78
1011	430532	05/07/25	10011504	SHOETERIA, INC.	352363	SAFETY SHOES A. SPEAR	0.00	250.00
1011	430532	05/07/25	10011504	SHOETERIA, INC.	352363	SAFETY SHOES J.MYLLES	0.00	250.00
1011	430532	05/07/25	10011504	SHOETERIA, INC.	560210	SHOES E. RODRIGUEZ	0.00	133.64
1011	430532	05/07/25	10011504	SHOETERIA, INC.	171710	SHOES A. CAMPITZA	0.00	123.06
TOTAL	CHECK						0.00	756.70
1011	430533	05/07/25	10012054	SKYHAWKS SPORTS ACADEMY	275120	SOCCER TOTS	0.00	980.21
1011	430534	05/07/25	10005948	JIMMY SMITH	275305	ROUND DANCE	0.00	363.00
1011	430535	05/07/25	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	1,240.92
1011	430535	05/07/25	10012204	SO CAL CONCRETE DELIVERY	352567	STORM DRAIN REPAIR	0.00	2,955.58
TOTAL	CHECK						0.00	4,196.50
1011	430536	05/07/25	10004676	SONSRAY MACHINERY LLC	171710	FITTING	0.00	107.75
1011	430536	05/07/25	10004676	SONSRAY MACHINERY LLC	171710	SEAL	0.00	471.71
TOTAL	CHECK						0.00	579.46
1011	430537	05/07/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	8491 DALE ST/APR-25	0.00	17.31
1011	430537	05/07/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6973 BEACH/APR-25	0.00	31.38
1011	430537	05/07/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	7860 BEACH/APR-25	0.00	68.18
1011	430537	05/07/25	00000226	SOUTHERN CALIFORNIA EDIS	352510	8242 LINDEN/APR-25	0.00	27,494.11
1011	430537	05/07/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	8001 VAL VW/AAPR-25	0.00	22,003.14
TOTAL	CHECK						0.00	49,614.12
1011	430538	05/07/25	10012524	DELCO SERVICE, INC.	352363	CLAY VAC REPAIR	0.00	1,928.07
1011	430539	05/07/25	10006963	SPEAKWRITE, LLC	650305	TRANSCRIPTION/APR-25	0.00	2,074.90
1011	430540	05/07/25	00010296	SPECIALIZED ELEVATOR SER	170670	ELEVATOR TESTING	0.00	3,200.00
1011	430541	05/07/25	00005362	DAVE FLANAGAN	170670	FURNISH & INSTALL EPSO	1,020.93	14,194.18
1011	430541	05/07/25	00005362	DAVE FLANAGAN	170670	V12H004M0F EPSON ZOOM	92.24	1,282.49
1011	430541	05/07/25	00005362	DAVE FLANAGAN	170670	V12H005A02 ESSON WIRE	8.47	117.72
1011	430541	05/07/25	00005362	DAVE FLANAGAN	170670	VCMU: CHIEF HEAVY DUTY	35.20	489.45
1011	430541	05/07/25	00005362	DAVE FLANAGAN	170670	SHIPPING 2 DAY RUSH SH	23.62	328.37
1011	430541	05/07/25	00005362	DAVE FLANAGAN	650303	SEC CAM/APR-JUN25/FIN	0.00	16,250.00
1011	430541	05/07/25	00005362	DAVE FLANAGAN	170670	MISC. CABLING AND MATE	19.38	269.38
1011	430541	05/07/25	00005362	DAVE FLANAGAN	170670	FURNISH AND INSTALL	0.00	3,300.00
TOTAL	CHECK						1,199.84	36,231.59

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	430542	05/07/25	10006051	STANTEC CONSULTING	SERVI 599793	DALE/WHITAKER/MAR-25	0.00	27,785.00
1011	430542	05/07/25	10006051	STANTEC CONSULTING	SERVI 599793	DALE/WHITAKER/APR-25	0.00	21,650.75
TOTAL CHECK							0.00	49,435.75
1011	430543	05/07/25	00001085	STAPLES CONTRACT & COMME	126120	OFFICE SUPPLIES	0.00	32.20
1011	430543	05/07/25	00001085	STAPLES CONTRACT & COMME	121135	REPRO SUPPLIES	0.00	132.12
1011	430543	05/07/25	00001085	STAPLES CONTRACT & COMME	121135	COLORED PAPER	0.00	80.65
1011	430543	05/07/25	00001085	STAPLES CONTRACT & COMME	121135	COLORED PAPER	0.00	81.88
1011	430543	05/07/25	00001085	STAPLES CONTRACT & COMME	731150	OFFICE SUPPLIES	0.00	24.13
1011	430543	05/07/25	00001085	STAPLES CONTRACT & COMME	631140	OFFICE SUPPLIES	0.00	24.14
1011	430543	05/07/25	00001085	STAPLES CONTRACT & COMME	731120	OFFICE SUPPLIES	0.00	24.14
TOTAL CHECK							0.00	399.26
1011	430544	05/07/25	10014250	STATE FARM MUTUAL AUTOMO	107420	GEN CLAIM STLMT#25-05	0.00	4,220.42
1011	430545	05/07/25	10014251	STATE FARM MUTUAL AUTOMO	107420	GEN CLAIM STLMT#25-17	0.00	2,904.61
1011	430546	05/07/25	10005252	STETSON ENGINEERS INC	396814	WTR MSTR.PLAN/FEB-25	0.00	2,664.75
1011	430547	05/07/25	00005437	SUNBELT RENTALS INC	860810	EQUIPMENT RENTAL	0.00	1,008.18
1011	430548	05/07/25	10014260	SYNCIS INSURANCE SOLUTIO	11	REF/DEPOSIT RT#R11634	0.00	500.00
1011	430549	05/07/25	10008534	SYN-TECH SYSTEMS INC	171710	ANNUAL MAINTENANCE	0.00	1,375.00
1011	430550	05/07/25	10014257	THE HARMONY DOLLS	275210	MEMORIAL EVENT-2025	0.00	1,500.00
1011	430551	05/07/25	10011938	T-MOBILE	650303	982979864 APR-25	0.00	1,494.39
1011	430552	05/07/25	10007171	T-MOBILE USA, INC.	650303	GPS 4/10-5/8/25	0.00	115.00
1011	430553	05/07/25	10013794	TOM MOORE-SVP OF THE OLS	11	10%REF/P23-018	0.00	6,000.00
1011	430554	05/07/25	10013495	TRANSTECH ENGINEERS, INC	160105	ON CALL ENG SVC/MAR35	0.00	6,660.00
1011	430564	05/07/25	00010474	U.S.BANK CORPORATE PAYME	171710	EV-CHG/NGUYEN	0.00	15.70
1011	430564	05/07/25	00010474	U.S.BANK CORPORATE PAYME	171710	EV CHG/NGUYEN	0.00	19.96
1011	430564	05/07/25	00010474	U.S.BANK CORPORATE PAYME	171710	EV CHG/NGUYEN	0.00	20.78
1011	430564	05/07/25	00010474	U.S.BANK CORPORATE PAYME	115120	PASSPORT SUPL/GUERRA	0.00	21.15
1011	430564	05/07/25	00010474	U.S.BANK CORPORATE PAYME	170670	GYM EQUIP/MIKHAEL	0.00	21.42
1011	430564	05/07/25	00010474	U.S.BANK CORPORATE PAYME	106117	GSUITES SUBS/COPPING	0.00	21.60
1011	430564	05/07/25	00010474	U.S.BANK CORPORATE PAYME	275140	SPRING DECOR/MANCILLA	0.00	21.72
1011	430564	05/07/25	00010474	U.S.BANK CORPORATE PAYME	171710	EV-CHG/NGUYEN	0.00	22.04
1011	430564	05/07/25	00010474	U.S.BANK CORPORATE PAYME	121110	PORTOS/POLRECR/DP	0.00	22.23
1011	430564	05/07/25	00010474	U.S.BANK CORPORATE PAYME	171710	E-CHG/GEYER	0.00	22.31
1011	430564	05/07/25	00010474	U.S.BANK CORPORATE PAYME	650303	MROCO PAD/MIKIEWICZ	0.00	22.80
1011	430564	05/07/25	00010474	U.S.BANK CORPORATE PAYME	171710	E-CHG/GEYER	0.00	22.81
1011	430564	05/07/25	00010474	U.S.BANK CORPORATE PAYME	115110	WE LEAD SUPL/LOPEZ	0.00	22.88
1011	430564	05/07/25	00010474	U.S.BANK CORPORATE PAYME	171710	E-CHG/GEYER	0.00	23.24
1011	430564	05/07/25	00010474	U.S.BANK CORPORATE PAYME	171710	EV CHG/NGUYEN	0.00	23.69
1011	430564	05/07/25	00010474	U.S.BANK CORPORATE PAYME	352567	SD REPAIR MEAL/MOORE	0.00	20.87

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	650303 WIRELESS MICR/MIKIEWI	0.00	23.91
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	121110 STRBK/MAINHPR/DP	0.00	24.15
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	171710 FUEL/MOTOTCYCLE/VU	0.00	24.63
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	352567 DARLINGTON MEAL/MOORE	0.00	24.97
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	170670 PARKING/TRG/LIBUNAO	0.00	25.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	170670 PARKING/TRG/LIBUNAO	0.00	25.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	121110 PARMA/MEETING/DP	0.00	25.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	650208 PLATE/CKPOINT/WILLIAM	0.00	25.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	171710 FUEL/MOTORCYC/COLON	0.00	25.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	171710 EV-CHG/NGUYEN	0.00	25.11
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	115120 PASSPORT SUPL/GUERRA	0.00	25.32
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	171710 EV CHG/NGUYEN	0.00	25.37
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	631142 TOBACCO FREE/FEWER	0.00	25.77
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	170670 CR:FILTER/LIBUNAO	0.00	-43.50
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	101101 REF/CREDIT/GUERRA	0.00	-0.50
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	171710 E-CHG/GEYER	0.00	2.70
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	170670 OFFICE SUPL/ARABOLU	0.00	4.28
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	275140 EGGSTRAV/MOMPELLER	0.00	6.50
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	275305 OFFICE SUPL/HURTADO	0.00	7.01
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	860810 BASKETBAL NET/LIBUNAO	0.00	7.38
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	171710 EV CHG/NGUYEN	0.00	9.08
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	171710 TRAIN/FUEL/DIERINGER	0.00	10.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	650101 ACCIDENT PURCH/NUNES	0.00	11.04
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	650101 ACCIDENT PURCH/NUNES	0.00	11.95
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	275205 SPOTIFY/MARTINEZ	0.00	11.99
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	650303 ZOOM CHG/NGUYEN	0.00	15.99
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	160105 ZOOM SUBS/MIKHAEL	0.00	15.99
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	101101 ZOOM ACCT/JIMENEZ	0.00	15.99
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	115110 ZOOM ACCT/GUERRA	0.00	15.99
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	126120 OFFICE SUPL/HUYN	0.00	16.15
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	160105 OFFICE SUPL/MIKHAEL	0.00	16.81
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	275305 VOL REC.SUPL/MOMPELLE	0.00	17.39
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	101101 COUNCIL SNACKS/GUERRA	0.00	17.97
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	101101 COUNCIL SNACKS/GUERRA	0.00	18.16
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	275140 EGGSTRAV/MOMPELER	0.00	18.18
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	275405 TOTTIME SUPL/MARTINEZ	0.00	18.31
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	171710 E-CHG/GEYER	0.00	19.30
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	121110 PORTOS/HOMOUTRCH/DP	0.00	19.40
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	171710 FUEL/MOTORCYC/COLON	0.00	26.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	171710 E-CHG/GEYER	0.00	26.30
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	171710 E-CHG/GEYER	0.00	26.44
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	101101 COM.ACADEMY/JIMENEZ	0.00	27.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	171710 FUEL MOTORCYC/COLON	0.00	27.60
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	171710 FUEL/MOTORCYCLE/LEE	0.00	27.67
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	352567 SD REPAIR/MEAL/MOORE	0.00	27.81
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	352567 SD REPAIR MEAL/MOORE	0.00	27.81
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	650303 HDMI ADAPT/MIKIEWICZ	0.00	27.87
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	171710 FUEL/MOTORCYCLE/VU	0.00	28.07
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	650407 BLANK ADAPTER/BAILEY	0.00	28.26
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	171710 FUEL/MOTORCYCLE/VU	0.00	28.28
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	101101 CITY CK SUPL/LOPEZ	0.00	28.37
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	115110 CIT CK SUPL/GUERRA	0.00	29.10

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1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	171710 FUEL/MOTORCYCLE/VU	0.00	29.19
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	352567 DARLINGTON/MEAL/MOORE	0.00	29.22
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	106117 GUIDES/BASES/COPPING	0.00	31.60
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	115120 PASSPORT SUPL/GUERRA	0.00	33.46
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	275205 PASTRY/AUTIS/MARTINEZ	0.00	34.05
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	352567 SD REPAIR/MEAL/MOORE	0.00	34.24
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	171710 CM CARWASH/France	0.00	35.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	106117 VOICE OVER/COPPING	0.00	40.98
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	106117 VOICE OVER/COPPING	0.00	40.98
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	160105 OFFICE SUPL/MIKHAEL	0.00	41.98
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	352567 DARLINGTON/MEAL/MOORE	0.00	42.02
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	101101 COUNCIL DINNER/GUERRA	0.00	43.46
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	170670 FILTER/LIBUNAO	0.00	43.50
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	105105 SNACKS CYBER/MEDINA	0.00	44.03
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	106117 GUIDES TO AAA/COPPING	0.00	46.83
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	101101 COM.ACADEMY/JIMENEZ	0.00	47.42
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	170670 OFFICE SUPL/ARABOLU	0.00	48.46
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	275305 OFFICE SUPL/HURTADO	0.00	49.26
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	115120 PASSPORT SUPL/GUERRA	0.00	50.94
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	101101 COUNCIL SNACKS/GUERRA	0.00	51.99
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	650102 MADD AWARD/GEYER	0.00	55.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	650105 AWARD LUNCH/NUNES	0.00	55.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	106117 TIP/COPPING	0.00	55.75
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	106117 VOICE OVER/COPPING	0.00	55.75
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	275405 TOTTIME CANDY/MARTINE	0.00	56.19
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	160105 OFFICE SUPL/MIKHAEL	0.00	57.16
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	160105 COFFEE MTG/MOORE	0.00	58.47
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	650409 20"CONT.RT/WILLIAMS	0.00	59.40
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	352363 TRF CONT/MEAL/MCGEE	0.00	48.60
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	352363 TRF CONT/MEAL/MCGEE	0.00	59.84
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	352567 DARLINGTON MEAL/MOORE	0.00	65.15
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	560640 VALVE PARTS/PORTER	0.00	68.36
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	106117 ADOBE/SUBS/COPPING	0.00	59.99
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	106117 VOICE OVER/COPPING	0.00	61.03
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	275140 EGGSTRAV/MOMPELLER	0.00	63.01
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	105105 SANDWICH/NEGOT/MEDINA	0.00	63.07
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	101101 COUNCIL SNACK/GUERRA	0.00	65.24
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	275305 OFFICE ITM/HURTADO	0.00	67.33
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	275305 KOREAN FAIR/HURTADO	0.00	67.88
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	631142 TOBACCO PROMO/FEWER	0.00	69.01
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	352567 DARLINGTON MEAL/MOORE	0.00	69.98
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	101101 COM.ACADEMY/LOPEZ	0.00	72.29
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	115110 JIMC WKSHP/ALMQUIST	0.00	75.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	121110 CPRS/CSLIISRSRVCS/GC	0.00	75.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	650302 RECORDS MBR/DIERINGER	0.00	75.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	106132 MH SCHOLARSHIP/FEWER	0.00	75.03
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	106117 TIP/COPPING	0.00	76.85
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	171710 FUEL/CITY VEH/NUNES	0.00	78.47
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	275305 VOL.REC.SUPL/MOMPELLE	0.00	82.48
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	352567 DARLINGTON/MEAL/MOORE	0.00	89.04
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	121110 ROCK/RREW/ADMINTER/GC	0.00	89.96
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	121110 FEDEX/DK	0.00	90.04

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1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 106117	EDITING/COPPING	0.00	90.57
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 650405	DOG FOOD K9/WILLIAMS	0.00	94.99
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 126120	GAAT WEB/GARCIA/HYUN	0.00	95.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 650302	RECORDS MBR/DIERINGER	0.00	100.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 106117	EDITING/COPPING	0.00	105.34
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 275160	GYM SUPPLIES/MANCILLA	0.00	105.61
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 650303	LOBBY KIOSK/DIERINGER	0.00	108.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 275140	CLN BUN SUIT/MARTINEZ	0.00	111.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 731120	APA MBR/FOULKES	0.00	111.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 731120	APA MBR/FOULKES	0.00	111.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 650302	FRAMES/GRAD/COTA	0.00	112.20
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 101101	COUNCIL SUPL/LOPEZ	0.00	117.30
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 160105	CEAOC MTG/MIKHAEL	0.00	118.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 731105	SIGNS/GRAPH/FOULKES	0.00	118.10
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 275140	EGGSTRAV/MOMPELLER	0.00	118.53
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 115110	DROPBOX SUBS/GUERRA	0.00	119.88
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 106117	ANN SUBS/APARICIO	0.00	120.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 352567	DARLINGTON MEAL/MOORE	0.00	121.56
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 115125	ARMA CA CF REG/GUERRA	0.00	129.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 115125	ARMA CA CF/JIMENEZ	0.00	129.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 731120	FED-X LTR/MEDINA	0.00	130.93
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 121110	KNOTTSRST/PLCKENG/GC	0.00	141.60
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 275405	COFFEE SUPL/MARTINEZ	0.00	142.34
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 121135	CAPP MBR/COLES-GUZMAN	0.00	145.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 160105	OFFICE SUPL/MIKHAEL	0.00	145.29
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 121110	MCJBS/OFFAIDE/DP	0.00	150.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 121110	KNTREST/MAINHPR/DP	0.00	156.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 121110	KNTREST/DRVRSCH/DP	0.00	163.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 101101	COUNCIL SNACKS/GUERRA	0.00	186.18
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 106117	VOICE OVER/COPPING	0.00	189.90
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 106117	VOICE OVER/COPPING	0.00	189.90
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 275140	EGGSTRAV/MANCILLA	0.00	189.96
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 275405	CAP/GOWNS/SAUCEDA	0.00	191.38
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 275405	CAP/GOWN/SAUCEDA	0.00	197.90
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 171710	USED DOOR/MACIAS	0.00	198.73
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 121110	YRMEMSHIP/DRIER/DP	0.00	199.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 121110	BCWJ/LDWTRSVCTECH/RV	0.00	200.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 101101	COUNCIL DINNER/LOPEZ	0.00	206.26
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 160105	OFFICE SUPL/MIKHAEL	0.00	212.88
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 650601	COURAGE PHOTO/BAILEY	0.00	222.03
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 650303	USB FLASH DR/MIKIEWIC	0.00	225.75
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 650208	UNIF RIBBON/BAILEY	0.00	232.25
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 560210	GRINDER TOOL/PORTER	0.00	175.07
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 560210	GEN MTG MSA/PORTER	0.00	206.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 560210	SIGNS PRINTING/PORTER	0.00	478.94
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 106132	FND.E-FILE 990/HYUN	0.00	237.30
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 452410	SSMP AUD MAT'L/MOORE	0.00	242.43
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 101101	FULLERTON ST CIT/LOPE	0.00	260.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 126152	ONLIN WTR GTWY/HYUN	0.00	261.50
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 275310	BINGO SUPPLIES/DAVIS	0.00	272.15
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 275105	PRINTERHEAD/SAUCEDA	0.00	278.38
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME 275405	CAP/GOWN/SAUCEDA	0.00	296.85

SUNGARD PUBLIC SECTOR
DATE: 05/07/2025
TIME: 16:00:15

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 16
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20250424 00:00:00.000' and '20250507 00:00:00.000'
ACCOUNTING PERIOD: 11/25

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	106117 VIMEO SUBS/COPPING	0.00	300.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	101101 COUNCIL DINNER/LOPEZ	0.00	307.09
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	860810 BASKETBAL NET/LIBUNAO	0.00	323.05
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	101101 COUNCIL SUPL/LOPEZ	0.00	351.90
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	106117 EDITING/COPPING	0.00	385.08
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	632110 CALED-25 CF/FOULKES	0.00	395.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	121110 ASAP/PDADMINASSTAD/CG	0.00	399.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	121110 IAAP/PDADMINASSTAD/GC	0.00	399.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	121110 SHRMHR/OFFAIDAD/DP	0.00	399.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	121110 AWWA/LDWTRSVCTECH/RV	0.00	399.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	860810 SOAP DISPENSE/LIBUNAO	0.00	420.24
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	106117 EDITING/COPPING	0.00	437.83
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	160105 360 TRG/ARABOLU	0.00	479.97
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	106117 QTR FEE/COPPING	0.00	489.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	160105 SUBDIV MAP CLS/ARABOL	0.00	520.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	106117 SYTA FLIGHT/COPPING	0.00	577.37
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	650208 HOTEL CONF/NUNES	0.00	642.36
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	731120 APA MBR/FOULKES	0.00	647.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	126143 LASERFICHE/MIKIEWICZ	0.00	742.65
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	105105 LOGO TUMBLER/FRANCE	0.00	750.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	115110 TABLE/WE LEAD/JIMENEZ	0.00	800.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	352363 ELECT GENERAT/COLES-G	0.00	1,938.42
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	352363 PROPANE GENERATE/COLE	0.00	2,413.78
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	105105 LOGO TUMBLER/FRANCE	0.00	2,754.75
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	106117 LOGO TUMBLER/FRANCE	0.00	3,504.75
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	860810 POWER FEED TOOL/HUNT	0.00	601.56
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	160105 COFFEE MTG/TRG/HUNT	0.00	15.49
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	171710 E-CHG/GEYER	0.00	12.54
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	171710 EV CHG/NGUYEN	0.00	12.59
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	106117 TIP/COPPING	0.00	13.55
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	106117 MEDIEVAL MTG/COPPING	0.00	14.61
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	106117 VOICE OVER/COPPING	0.00	14.61
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	115110 CANVA SUBS/JIMENEZ	0.00	15.00
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	115120 PASSPORT SUPL/GUERRA	0.00	15.28
1011	430564	05/07/25	00010474	U.S.BANK	CORPORATE PAYME	275140 EGGSTRAV/MOMPELLER	0.00	15.34
TOTAL CHECK							0.00	34,766.34
1011	430565	05/07/25	10014246	TAYLOR UNDERGROUND	11	RF/E24-0096/7861 BCH	0.00	1,000.00
1011	430566	05/07/25	10012270	UNITIS, INC.	352567	STORM DRAIN REPAIR	0.00	56.42
1011	430567	05/07/25	10012045	UNITED PARCEL SERVICE	650302	SHIPPING CHG.4/12/25	0.00	35.89
1011	430568	05/07/25	10011659	VAN LANT & FANKHANEL, LL	995100	ANN AUDIT FY23-24	0.00	2,795.00
1011	430569	05/07/25	10002032	VERIZON WIRELESS	860815	542021084-00001 APR25	0.00	423.70
1011	430570	05/07/25	10002032	VERIZON WIRELESS	650303	542373150-00001 APR25	0.00	2,592.94
1011	430571	05/07/25	10002032	VERIZON WIRELESS	631140	542373150-00002 APR25	0.00	124.71
1011	430572	05/07/25	00002197	VERNE'S PLUMBING, INC.	860810	PLUMBING	0.00	314.50

SUNGARD PUBLIC SECTOR
DATE: 05/07/2025
TIME: 16:00:15

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 17
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20250424 00:00:00.000' and '20250507 00:00:00.000'
ACCOUNTING PERIOD: 11/25

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	430573	05/07/25	00008608	VISION SERVICE PLAN-(CA)	73	INVOICE/APRIL-25	0.00	4,243.13
1011	430574	05/07/25	00000138	VULCAN MATERIALS, INC.	560211	STREETS SUPPLIES	0.00	354.87
1011	430574	05/07/25	00000138	VULCAN MATERIALS, INC.	560211	STREETS SUPPLIES	0.00	241.38
TOTAL	CHECK						0.00	596.25
1011	430575	05/07/25	00005726	WALTERS WHOLESALE ELECTR	170670	HARDWARE	0.00	104.16
1011	430575	05/07/25	00005726	WALTERS WHOLESALE ELECTR	170670	LIGHTING HARDWARE	0.00	647.74
1011	430575	05/07/25	00005726	WALTERS WHOLESALE ELECTR	170670	HARDWARE	0.00	43.42
TOTAL	CHECK						0.00	795.32
1011	430576	05/07/25	00010629	WATER ONE	170670	WATER TREATMENT	0.00	335.00
1011	430577	05/07/25	10009561	WATER SOURCE SOLUTIONS I	106131	PURE WATER/MAY-25	0.00	150.08
1011	430577	05/07/25	10009561	WATER SOURCE SOLUTIONS I	170670	PURE WATER/MAY-25	0.00	150.08
TOTAL	CHECK						0.00	300.16
1011	430578	05/07/25	10011660	YUNEX, LLC	560230	EXTRA SIG MT/MAR-25	0.00	3,597.67
1011	430578	05/07/25	10011660	YUNEX, LLC	560230	EXTRA SIG MT/SEPT-24	0.00	3,895.00
1011	430578	05/07/25	10011660	YUNEX, LLC	560230	ROUTINE SIG MT/MAR-25	0.00	8,418.06
1011	430578	05/07/25	10011660	YUNEX, LLC	560230	EXTRA SIG MT/MAR-25	0.00	3,805.01
TOTAL	CHECK						0.00	19,715.74
1011	V430579	05/07/25	00007415	BUENA PARK CITY EMPLOYEE	73	DED:1102 BPCEA DUES	0.00	675.00
1011	V430580	05/07/25	00000481	BUENA PARK POLICE ASSOCI	73	DED:0846 LTD PA/PMA	0.00	2,040.00
1011	V430580	05/07/25	00000481	BUENA PARK POLICE ASSOCI	73	DED:1100 POLICE DUE	0.00	8,182.40
TOTAL	CHECK						0.00	10,222.40
1011	V430581	05/07/25	00007357	BUENA PARK POLICE DEPT S	73	DED:1099 SWAT DUES	0.00	40.00
1011	V430581	05/07/25	00007357	BUENA PARK POLICE DEPT S	73	DED:1101 SWAT	0.00	360.00
TOTAL	CHECK						0.00	400.00
TOTAL	CASH ACCOUNT						3,297.78	1,427,828.26
TOTAL	FUND						3,297.78	1,427,828.26
TOTAL	REPORT						3,297.78	1,427,828.26

Voided Check Numbers	Date Printed
430476	5/7/2025
430555	
430556	
430557	
430558	
430559	
430560	
430561	
430562	
430563	

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK,
CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE
SUM OF \$1,094,519.54 COVERING REGULAR PAYROLL ENDING MAY
09, 2025

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK
DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37208 of the Government Code, the
Director of Finance or his designated representative hereby certifies to the accuracy of the
following demands and to the availability of funds for payment thereof.

Director of Finance

SECTION 2: The claims and demands in the sum of \$1,094,519.54 set forth on
this 10-page register attached to this resolution and made a part hereof have been
audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 2025 by the following called
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____

Page 2

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2025.

City Clerk

SUNGARD PUBLIC SECTOR
DATE: 05/20/2025
TIME: 15:41:07

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

SELECTION CRITERIA: checkhis.pay_run in ('MZ2','MZ3','MZ4')
ALL CHECKS

PAYRUN: MZ2
DATE: 05/07/2025

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	-----EMPLOYEE-----	ID NUMBER
386143	.00	1,644.74		ALARCON, ELVIS	597
PAYRUN TOTAL CHECK: 1	.00	1,644.74			

SUNGARD PUBLIC SECTOR
DATE: 05/20/2025
TIME: 15:41:07

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 2
PAYREP83

SELECTION CRITERIA: checkhis.pay_run in ('MZ2','MZ3','MZ4')
ALL CHECKS

PAYRUN: MZ3
DATE: 05/16/2025

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	-----EMPLOYEE-----	ID NUMBER
386144	.00	245.73		TRAN, KYLE	304
V386145	2,960.25	.00		CASTRO, GWENDOLYNE	503
V386146	6,513.01	.00		FENTON, EDWARD	1564
V386147	1,823.36	.00		KERN, DONNA	2574
V386148	2,798.97	.00		MIRANDA, MARILU	447
V386149	2,675.30	.00		PREVO, DOREKA	390
V386150	3,552.78	.00		VALDEZ, REBECCA	5490
V386151	1,996.00	.00		BUENROSTRO, PATRICIA	227
V386152	1,751.26	.00		GALLENTINE, KAILEY	486
V386153	4,078.09	.00		GARCIA, ADRIAN	1700
V386154	1,187.31	.00		GLAVIN, BARBARA	1768
V386155	1,954.14	.00		HERNANDEZ, GLORIA	2092
V386156	6,796.71	.00		HYUN, SUNG	2248
V386157	2,298.46	.00		KIM, MIN	2584
V386158	2,482.55	.00		LOVEJOY, REBEKAH	76
V386159	1,257.90	.00		OZAKI, GRACE	3881
V386160	2,072.64	.00		PAK, TIMOTHY	3955
V386161	2,755.22	.00		PEREZ, JESSICA	4111
V386162	2,501.51	.00		TOMASSETTI, JEEVANI	5623
V386163	2,195.89	.00		TRAN, KRYSTLE	242
V386164	2,138.53	.00		APARICIO, LESLIE	590
V386165	857.64	.00		AYALA, MICHAEL	445
V386166	4,243.40	.00		COPPING, SARA	951
V386167	2,369.95	.00		ENGLEBRECHT, BRIDGET	261
V386168	2,971.17	.00		FEWER, JESSICA	580
V386169	7,230.34	.00		FRANCE, AARON	1650
V386170	2,621.41	.00		MEDINA, YARETZA	8
V386171	714.10	.00		MUNOZ, MICHELLE	440
V386172	94.80	.00		NAUERT, NATHANIEL	442
V386173	761.89	.00		AHN, JOYCE	263
V386174	774.06	.00		FRANCO-HERNANDEZ, CARLOS	566
V386175	660.31	.00		HOQUE, LAMIYA	412
V386176	526.77	.00		SONNE, SUSAN	5161
V386177	558.90	.00		TRAUT, CONNOR	5399
V386178	2,789.12	.00		ALMQUIST, ANNA PATRICIA	168
V386179	1,833.52	.00		GUERRA, SARAH	1470
V386180	5,486.40	.00		JIMENEZ, ADRIA	2297
V386181	1,089.64	.00		KIRK, RALPH	384
V386182	2,052.08	.00		LOPEZ, ANGELICA	2928
V386183	976.53	.00		PHAM, TAMMY	574
V386184	3,928.70	.00		AVERELL, MARK	272
V386185	2,383.78	.00		COLES-GUZMAN, MARY	950
V386186	2,329.41	.00		KENNEDY, SEAN	111
V386187	4,579.98	.00		CULL, ROBERT	1012
V386188	2,091.18	.00		FLORES, CHRISTOPHER	464
V386189	1,302.63	.00		GUZMAN, FEDERICO	1918
V386190	2,813.56	.00		LESTER, ALEXANDER	2868
V386191	1,843.05	.00		MACIAS, JUDITH	2996
V386192	2,523.49	.00		MAYORQUIN, RAYMUNDO	221
V386193	2,718.36	.00		TART, ANDRE	5235

SUNGARD PUBLIC SECTOR
DATE: 05/20/2025
TIME: 15:41:07

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 3
PAYREP83

SELECTION CRITERIA: checkhis.pay_run in ('M2','M3','M4')
ALL CHECKS

V386194	2,764.76	.00	ALVAREZ, JOSHUA	458
V386195	2,056.30	.00	CASTANEDA, GUADALUPE	280
V386196	2,421.85	.00	CASTELLANOS, CARLOS	515
V386197	2,500.02	.00	CATALDO, JOHN	766
V386198	2,066.70	.00	DAVIS-VALENTINE, SUZANNE	1085
V386199	316.68	.00	DINH, MICHELLE	433
V386200	6,274.00	.00	FOULKES, MATTHEW	9
V386201	1,794.92	.00	LOMELI, MOISES	472
V386202	4,035.45	.00	LUNA, HARALD	264
V386203	2,800.04	.00	MCALLEESE, IAN	159
V386204	3,194.54	.00	NAVARRO, SANDRA	93
V386205	208.61	.00	SANCHEZ, VIVIANA	4616
V386206	2,226.88	.00	SANTOS, RUTH	4640
V386207	1,860.87	.00	TAE, RAY	5196
V386208	4,111.87	.00	THAI, LOTUS	536
V386209	2,222.39	.00	ZAPIEN, ERNESTINE	5777
V386210	2,313.88	.00	ARDAIZ, LANA	190
V386211	3,330.17	.00	DHAUW, MELISSA	1170
V386212	3,028.26	.00	SUAREZ, SARABETH	5169
V386213	3,192.59	.00	YOON, JIWON	91
V386214	1,141.86	.00	BARR, LISA	366
V386215	1,784.43	.00	BARRAZA, TAYLOR	501
V386216	2,846.24	.00	COTA, LORRAINE	954
V386217	5,766.70	.00	GEYER, BRADLEY	1692
V386218	6,745.81	.00	HONG, ALEX	2130
V386219	6,426.03	.00	NGUYEN, NGHIA	3755
V386220	9,642.96	.00	NUNES, FRANK	3813
V386221	1,558.46	.00	CHARNES, LANCE	783
V386222	6,596.45	.00	DIERINGER, RYAN	1145
V386223	3,676.72	.00	JIMENEZ, ROBERT	352
V386224	3,349.23	.00	KIM, HYUN	328
V386225	3,147.69	.00	LAM, DAVID	2790
V386226	909.94	.00	LOVCHIK, MICHAEL	6
V386227	3,852.59	.00	MIKIEWICZ, SIMON	3360
V386228	1,325.23	.00	NOVOTNY, MARY	3705
V386229	2,217.17	.00	SEMAAN, NADIA	4740
V386230	5,827.20	.00	SHADDOW, JON-MICHAEL	4837
V386231	2,560.23	.00	ALCALA, BRITTANY	58
V386232	2,406.17	.00	ARIAS, KALEA	592
V386233	2,815.58	.00	BARAJAS, MAYRA	357
V386234	2,078.73	.00	BINYON, ERIC	506
V386235	5,036.73	.00	BRANDSTETTER, JAMES	629
V386236	3,695.75	.00	BUTH, CATHERINE	561
V386237	2,790.54	.00	CARPENTER, SCARLET	1663
V386238	1,059.36	.00	CORONADO, PERLA	553
V386239	690.57	.00	CORTEZ TORRES, AMANDA	450
V386240	254.12	.00	DIERINGER, REGINA	1515
V386241	2,855.80	.00	ESCOBEDO, STACEY	1530
V386242	4,063.34	.00	ESQUETINI, MARIA	1536
V386243	2,229.32	.00	HERNANDEZ, ISABELLA	112
V386244	722.35	.00	MADHAЕ, DEEPINDER	555
V386245	3,588.01	.00	MAERKER, ELIZABETH	3017
V386246	4,277.55	.00	MCGRATH, CODY	3220
V386247	728.84	.00	MENDOZA ESPINOZA, MYA	532
V386248	849.22	.00	NOLASCO, NICOLE	595
V386249	814.55	.00	ONTIVEROS, STEVEN	342

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V386250	2,478.38	.00	PALMA CARDENAS, DIANA	3970
V386251	1,009.08	.00	PARRA, ANGEL	498
V386252	889.03	.00	RODRIGUEZ TZAJ, SANDY	604
V386253	1,004.76	.00	RODRIGUEZ VILLA, YARELI	205
V386254	1,963.30	.00	SAUCEDA, CATHLEEN	4645
V386255	5,220.60	.00	SHERIFF, SAMANTHA	2096
V386256	875.90	.00	SILVERIO, SAMANTHA	497
V386257	4,574.58	.00	TANIGUCHI, MELISSA	5230
V386258	720.40	.00	VELLANOWETH, KRISTINE	217
V386259	1,038.44	.00	YBARRA, DELIA	529
V386260	2,010.93	.00	FIORE, KATE	1560
V386261	1,754.95	.00	FLOHRA, KARAN	516
V386262	2,099.99	.00	FOX, CHARITY	1641
V386263	766.99	.00	KUHN, MICHELLE	2730
V386264	617.53	.00	KUHN, TARI	2747
V386265	2,586.93	.00	LARA, KARON	103
V386266	2,918.12	.00	MENDIVEL, CHRISTINA	3299
V386267	2,184.78	.00	NGO, CATHERINE	3752
V386268	2,807.20	.00	PENDLETON, SUN	4080
V386269	1,774.02	.00	RAMIREZ, ARIANNA	86
V386270	1,400.33	.00	TENG, LING-FEI	2871
V386271	2,671.48	.00	UMLAH, AMBER	5435
V386272	5,196.70	.00	BATES, PATRICK	378
V386273	3,846.55	.00	BELTRAN, CHRISTINA	13
V386274	6,300.46	.00	BERNAL, DAVID	480
V386275	5,050.44	.00	BLACKWOOD, PHALANN	550
V386276	6,578.07	.00	BOURNE, CLIFFORD	5612
V386277	3,874.41	.00	BOYD, ROBERT	584
V386278	6,938.49	.00	BOYER, CAMERON	585
V386279	4,991.27	.00	BOYINGTON, DEVIN	594
V386280	5,579.33	.00	BRAVO, ISABEL	420
V386281	5,114.22	.00	CAMPOS, LOLANI	728
V386282	3,396.25	.00	CERDA, SERGIO	240
V386283	3,214.32	.00	CHAVEZ, ALEJANDRO	182
V386284	2,631.45	.00	CHAVEZ, ANTONY	246
V386285	3,011.75	.00	CURATOLA, ANTHONY	350
V386286	5,278.65	.00	DAVIS, JONATHAN	1083
V386287	6,075.80	.00	ESCAMILLA, MARIO	1529
V386288	6,194.09	.00	ESCOBEDO, DOMINICK	1521
V386289	2,522.79	.00	ESTRELLA, CARL JOSEPH	415
V386290	4,707.32	.00	FRANKLIN, KEVIN	1649
V386291	5,757.99	.00	GALOS, MICHAEL	1680
V386292	8,997.38	.00	GANO, KEVIN	1742
V386293	2,964.34	.00	GARCIA, JONATHAN	514
V386294	5,551.89	.00	GENTNER, GEORGE	1765
V386295	5,314.95	.00	GONZALEZ, LUIS	164
V386296	5,223.25	.00	GONZALEZ, OSCAR	1785
V386297	4,632.23	.00	HERST, RYAN	2102
V386298	4,018.34	.00	HOGAN, CHRISTIAN MICHAEL	138
V386299	6,862.77	.00	JIMENEZ, GUSTAVO	2285
V386300	5,697.77	.00	JOHNSON, BRYAN	2300
V386301	8,187.08	.00	LEPE, SERGIO	2901
V386302	3,663.22	.00	LIRA, JOSEPH	133
V386303	3,889.41	.00	LOPEZ, GUILLERMO	2958
V386304	5,381.50	.00	LOVETERE, JOSEPH	2962
V386305	2,723.34	.00	LUONG, AARON	577

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ALL CHECKS

V386306	4,385.55	.00	MARTINEZ, JESUS	117
V386307	4,396.87	.00	MEDRANO, JULIAN	3223
V386308	3,082.42	.00	MEONO, ROBIN	351
V386309	3,515.84	.00	MOELLER, SARAH	3590
V386310	4,446.68	.00	MORALES, FRANK	3489
V386311	4,300.16	.00	MORQUECHO, FERNANDO	510
V386312	6,242.59	.00	MUNOZ, OSCAR	3605
V386313	5,066.24	.00	MURILLO CASTRO, JULIAN	268
V386314	3,891.92	.00	NGUYEN, ANTHONY	258
V386315	6,565.37	.00	NYHUS, CHRISTOPHER	3808
V386316	5,157.77	.00	O'DETTE, DIRK	3823
V386317	4,883.20	.00	OH, WILLIAM	326
V386318	2,552.70	.00	OSORIO, STEVIE	573
V386319	5,987.81	.00	PADILLA, VALERIE	108
V386320	5,941.08	.00	PINO, RICHARD	4171
V386321	7,587.37	.00	PROCEL, ANDY	4243
V386322	5,532.60	.00	RAMIREZ, ANGEL	4314
V386323	4,425.19	.00	RANGEL, PRISCILLA	4337
V386324	6,627.94	.00	REYES, HUGO	98
V386325	4,239.48	.00	RODRIGUEZ, CHRISTIAN	4476
V386326	3,940.57	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V386327	4,187.80	.00	RUBALCAVA, EFRAIN	4590
V386328	5,124.60	.00	SALAZAR, RYAN	4626
V386329	5,292.99	.00	SOLIS, DANIEL	5000
V386330	2,098.71	.00	SOUSA, MATTHEW	596
V386331	3,300.64	.00	TEWELL, MELISSA	5282
V386332	6,003.14	.00	TOMSICK, MARTIN	5360
V386333	7,402.43	.00	TRAN, TUYET	5424
V386334	4,505.48	.00	TURNER, JERAMIAH	291
V386335	16,739.10	.00	WILLIAMS, JUDITH	5660
V386336	4,650.75	.00	WILLIAMS-GIROUX, JACOB	499
V386337	8,622.17	.00	COLON, BOBBY	900
V386338	5,362.89	.00	LEE, CONNOR	2861
V386339	2,028.62	.00	MAERTZ, DANA	3018
V386340	1,700.03	.00	MENDOZA HERNANDEZ, STEPHANIE	427
V386341	2,044.70	.00	OCHOA, JENNY	283
V386342	4,756.62	.00	RICE, JAMES	4408
V386343	2,004.99	.00	SILVA, OSCAR	4886
V386344	2,020.85	.00	VAZQUEZ-CAMACHO, MARLENE	101
V386345	5,456.20	.00	VU, JEFFREY	5519
V386346	203.85	.00	BAIR, JOHN	284
V386347	781.30	.00	CASEY, DROUETT	771
V386348	1,217.44	.00	PATTON, DANA	4060
V386349	8,419.63	.00	BAILEY, JOHN	355
V386350	4,017.56	.00	BOUDREAU, CORY	583
V386351	2,305.89	.00	BOUDREAU, LAURA	2192
V386352	5,403.20	.00	CARNEY, THOMAS	751
V386353	1,022.05	.00	CHAN, KARA	795
V386354	5,201.53	.00	CHRISTIANSSEN, ANDREW	97
V386355	5,192.91	.00	DAVENPORT, JOSEPH	1094
V386356	3,633.04	.00	EK, CHRISTOPHER	1477
V386357	3,718.03	.00	KALAGIAN, BRYANT	2436
V386358	3,117.24	.00	LOMELI, LISBETH	4516
V386359	2,986.19	.00	LOPEZ, VANESSA	2929
V386360	4,087.24	.00	LOPEZ, WILLYVALDO	2941
V386361	5,567.86	.00	LOWE, AUSTIN	2956

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ALL CHECKS

V386362	5,982.10	.00	MOON, DAVID	3479
V386363	1,830.03	.00	MORALES MALDONADO, IVETT	3490
V386364	1,753.09	.00	O'DETTE, NANCY	1920
V386365	5,681.63	.00	ORTEGA, MICHAEL	104
V386366	4,930.53	.00	PANTOJA, DAVID	3986
V386367	7,929.72	.00	PLUMLEE, ROGER	4180
V386368	2,238.48	.00	SULLIVAN, STACEY	5160
V386369	3,288.10	.00	TREADWAY, SARA	4210
V386370	4,255.42	.00	VU, KRISTINE	63
V386371	4,673.98	.00	YO, DANIEL	5752
V386372	23.70	.00	ARELLANO, PEDRO	391
V386373	24.64	.00	BROWN, ARTHUR	655
V386374	2,137.93	.00	CARDENAS, MARGARET	336
V386375	23.70	.00	DESAI, PRADIP	1121
V386376	23.70	.00	ESPINOZA, GUSTAVO	491
V386377	2,080.34	.00	IBARRA, KRISTI	88
V386378	6,220.36	.00	MIKHAEL, MINA	3359
V386379	23.70	.00	RODDEN, MARK	406
V386380	2,026.89	.00	ALMANZA, MINERVA	79
V386381	4,251.76	.00	ALQAM, NADER	71
V386382	4,025.66	.00	ARABOLU, DEEPTHI	178
V386383	2,973.68	.00	CAPISTRANO, FRANCES	74
V386384	2,716.40	.00	ESPARZA-ALMARAZ, AARON	383
V386385	2,731.17	.00	GUZMAN, HECTOR	512
V386386	3,080.39	.00	LANNAN, GREGORY	2791
V386387	2,399.28	.00	LEE, HYANG SUN	430
V386388	3,518.70	.00	MILLER, JADEN	513
V386389	2,780.78	.00	PENA, MANUEL	2933
V386390	2,920.04	.00	TRAN, JASON	96
V386391	4,009.22	.00	WRAY, NORMAN	5725
V386392	2,375.63	.00	ZARAGOZA, EDUARDO	5788
V386393	3,148.82	.00	AUBUCHON, LAURIE	250
V386394	2,060.07	.00	GENERA, ELIZABETH	1685
V386395	6,202.05	.00	HUNT, JOSEPH	2249
V386396	1,809.98	.00	LUX, ANDREA	2972
V386397	2,268.99	.00	VENEGAS MENDEZ, JAVIER	5491
V386398	1,275.72	.00	AREVALOS, RYAN	456
V386399	2,283.26	.00	BACA, ANDREW	315
V386400	2,714.54	.00	BRITO, MICHAEL	642
V386401	348.48	.00	CASTRO, JOHN	540
V386402	2,486.03	.00	ESCATEL-OROSCO, PEDRO	1537
V386403	2,315.66	.00	GONZALEZ, ALEJANDRO	1783
V386404	1,130.48	.00	GONZALEZ, KONRAD	587
V386405	690.65	.00	HOGAN, MATTHEW	607
V386406	4,100.96	.00	LIBUNAO, NINO	2912
V386407	1,432.18	.00	LISCANO, CHRISTOPHER	850
V386408	1,269.20	.00	MARASCO, MATTHEW	289
V386409	1,275.72	.00	MARTINEZ, JEFFREY	535
V386410	2,171.23	.00	MUNOZ, JOHNNY	144
V386411	1,877.67	.00	NAJERA, JESSE	3630
V386412	1,275.72	.00	ORTIZ, RAYMOND	309
V386413	1,275.72	.00	PAPANIC, DENNIS	548
V386414	1,275.72	.00	PEREZ, ISIAH	523
V386415	2,323.34	.00	RIVERA, JOE	4450
V386416	1,275.73	.00	RODRIGUEZ, MIGUEL	589
V386417	2,568.52	.00	RODRIGUEZ, OSCAR	131

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ALL CHECKS

V386418	1,719.61	.00	SERNA, JUAN	4728
V386419	3,102.50	.00	TORREZ, JAVIER	69
V386420	2,690.96	.00	CARRILLO, EDWARD	765
V386421	1,196.28	.00	CHAVEZ, CAESAR	544
V386422	2,857.32	.00	ELLS, ZACHARY	1500
V386423	2,106.50	.00	ENNIS, JOSEPH	262
V386424	2,891.57	.00	FINCH, BARRETT	1574
V386425	2,850.74	.00	HAGAN, KEVIN	1947
V386426	2,913.70	.00	KVENBO, SCOTT	2750
V386427	1,890.13	.00	LAUTERIO, MATTHEW	533
V386428	2,175.44	.00	MARTINEZ, MARCO	215
V386429	4,380.15	.00	MC GEE, MICHAEL	9306
V386430	2,669.72	.00	MILLER, DAVID	3390
V386431	2,612.15	.00	MOJARRO, ANDREW	3082
V386432	3,342.79	.00	MOORE, FRANK	3486
V386433	1,647.84	.00	MYLLES, JOSHUA	279
V386434	1,820.61	.00	PRECIADO, CAMDEN	134
V386435	2,221.77	.00	SANCHEZ, JUAN	4617
V386436	2,164.04	.00	SPEAR, ANTHONY	5011
V386437	3,119.56	.00	STEPHENSON, MARK	5122
V386438	2,272.50	.00	TAVARES, JAMEY	5231
V386439	1,837.44	.00	ALVAREZ, CARLOS	136
V386440	2,470.82	.00	DAHL, TERRY	1084
V386441	2,183.56	.00	DOMINGUEZ, KEVIN	565
V386442	1,275.72	.00	ESPINO, KEVIN	517
V386443	2,158.74	.00	GARCIA ORTEGA, JOSE	1636
V386444	2,369.56	.00	GRIMES, DAVID	1881
V386445	2,325.19	.00	GUZMAN, KEVIN	132
V386446	2,228.52	.00	KOSS, MICHAEL	2718
V386447	3,011.73	.00	MARTINEZ, GABRIEL	3139
V386448	2,480.78	.00	MELLADO, KIM	3289
V386449	2,677.60	.00	MERROW, MATTHEW	3316
V386450	2,226.79	.00	OTTEN, DAVID	3869
V386451	3,427.62	.00	PORTER, JEFFREY	4174
V386452	2,728.21	.00	RODRIGUEZ, EDWARD	4479
V386453	1,867.02	.00	RUIZ, ALEJANDRO	416
V386454	1,911.31	.00	TORRES, SALVADOR	234
V386455	2,170.06	.00	WELLS, ANTHONY	5610
V386456	1,275.72	.00	YANEZ, ANDREW	521
V386457	1,045.98	.00	AVERELL, ANDREW	349
V386458	2,852.57	.00	CAMPITZA, ADAM	225
V386459	2,552.27	.00	DE LA CRUZ, RICARDO	558
V386460	3,042.21	.00	MACIAS, RAYMOND	2998
V386461	2,515.21	.00	WEAR, JOHN	5606
V386462	2,111.20	.00	ALARCON, ALEXANDER	485
V386463	6,682.87	.00	BOX, JAMES	576
V386464	2,087.20	.00	CHAVEZ, ARIANA	788
V386465	1,839.99	.00	CONTRERAS, SAUL	95
V386466	3,419.68	.00	KURATA, DALE	2749
V386467	1,987.26	.00	MANCILLA, JSSICA	451
V386468	2,513.90	.00	MARTINEZ, SERENA	3147
V386469	1,974.72	.00	MOMPELLER, JUSTICE	443
V386470	768.94	.00	SANCHEZ, CHRISTOPHER	236
V386471	3,284.49	.00	SAUCEDA, MARK	4642
V386472	843.93	.00	ALVARADO, ADRIAN	89
V386473	505.30	.00	BAHENA, PEDRO	148

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V386474	566.29	.00	BAKER, JAMISON	465
V386475	313.63	.00	BARENG, KATHERINE	33
V386476	605.61	.00	CARVENTE, GIANJAVIER	334
V386477	758.27	.00	CISNEROS, MICHELLE	812
V386478	479.17	.00	DURGIN, JAYLIND	186
V386479	392.04	.00	ESCAMILLA PATRICIO, DANIELLE	534
V386480	496.59	.00	FERNANDEZ, GISSEL	330
V386481	522.72	.00	GARCIA, MICHELE	171
V386482	540.15	.00	GONZALEZ, ISAAC	294
V386483	52.27	.00	GRANADOS, REGINA	145
V386484	1,065.92	.00	GUERRA, ATHZIRI	141
V386485	1,224.57	.00	GUERRA, ROCCO	44
V386486	574.30	.00	GUILLEN, JAYDEN	339
V386487	674.05	.00	GUTIERREZ, MICHELLE	1925
V386488	560.46	.00	HERNANDEZ, KATE	2091
V386489	52.27	.00	HERNANDEZ-ZAMORA, JAZMIN	613
V386490	1,060.09	.00	HOLLOWAY, ELIZABETH	2185
V386491	479.17	.00	LEWIS, ALEC	266
V386492	675.73	.00	MAGANA, ADAM	173
V386493	52.27	.00	MOLINA, LILLY	611
V386494	437.35	.00	MORENO, ANDREW	161
V386495	668.23	.00	NGHIEM, NATALIE	249
V386496	60.99	.00	NGUYEN, TIFFANIE	609
V386497	744.92	.00	OCHOA, ALAN	192
V386498	208.74	.00	ONTIVEROS, IZABELLA	3864
V386499	52.27	.00	OYADELE, AYOMIDE	618
V386500	52.27	.00	RAY, SABRINA	286
V386501	1,128.37	.00	RIVERA GOMEZ, YAMILEX	4432
V386502	723.37	.00	RODRIGUEZ, KAREN	538
V386503	339.77	.00	RODRIGUEZ, MIKAYLA	295
V386504	400.76	.00	ROQUE, KATRINA	38
V386505	750.52	.00	RUIZ, LUIS	527
V386506	885.52	.00	RUSSELL, JEFFREY	150
V386507	1,049.48	.00	SANCHEZ, NATHAN	504
V386508	60.99	.00	SHRESTHA, SALIS	610
V386509	52.27	.00	SINGH, JAKOB	45
V386510	52.27	.00	SOLIMAN, MARSEL	322
V386511	931.94	.00	SOLTERO, JESSE	177
V386512	496.59	.00	SORIA, NOAH	5004
V386513	955.30	.00	STRICKLER, LINDA	5135
V386514	664.31	.00	TAPIA, ANGELICA	306
V386515	487.88	.00	THANKESWARAN, HASHMITHAA	543
V386516	664.96	.00	THOMSEN, MATTHEW	194
V386517	2,653.81	.00	VAN SICKLE, MICHELLE	2076
V386518	821.98	.00	VAZQUEZ, OSCAR	152
V386519	765.35	.00	VELOZ, SABRINA	146
V386520	52.27	.00	WEBER, ISABELLA	614
V386521	261.36	.00	WONGSUPHAKPHAN, BRIANNA	337
V386522	576.58	.00	AHANYA, PRISHA	208
V386523	517.08	.00	ARMENTA, JESSICA	599
V386524	1,952.03	.00	BUENROSTRO, ADRIAN	598
V386525	475.47	.00	CATAN, KYLIE ROSE	185
V386526	353.63	.00	CLOCK, AUDREY	201
V386527	739.90	.00	CROCKETT, ALLISON	199
V386528	98.26	.00	DIXON, DAVONNE	563
V386529	379.84	.00	GALLEGOS, INARI	572

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SELECTION CRITERIA: checkhis.pay_run in ('MZ2','MZ3','MZ4')
ALL CHECKS

V386530	98.26	.00	GLYNN, FIONA	115
V386531	296.28	.00	GODFREY, RILEY	4
V386532	605.20	.00	GONZALEZ, EMBERLY	204
V386533	526.45	.00	MAYA, GALILEA	324
V386534	531.11	.00	PEDROZA, ANGELINE	325
V386535	196.52	.00	POTTER, ALEXANDRA	564
V386536	142.66	.00	ROMERO, SYDNEY	14
V386537	814.06	.00	SINGH, YASHPREET	48
V386538	677.56	.00	SMITH, JOHN	210
V386539	98.26	.00	TAKEUCHI, AIRA	214
V386540	581.71	.00	TORRES, INEZ	296
V386541	314.61	.00	VACA, SARAH	311
V386542	978.06	.00	AGUILAR, KALVIN	23
V386543	200.38	.00	BARTOLO, BRYAN	338
V386544	815.87	.00	CABUSAO, NINA MARINELLA	729
V386545	1,115.41	.00	CERVANTES, BRIANA	757
V386546	968.07	.00	CHOATE, RACHAEL	511
V386547	1,158.54	.00	CORRALES, ISAAC	474
V386548	2,803.67	.00	DAVIS, TANIKKA	1082
V386549	771.48	.00	DELGADO, ISABEL	502
V386550	263.64	.00	GONZALES, STACI	484
V386551	773.66	.00	HONG, YI	2189
V386552	2,831.57	.00	HURTADO, MARIA	353
V386553	952.40	.00	LARIZ RUBALCAVA, CARLOS	429
V386554	685.20	.00	LIZARRAGA, ERIK	483
V386555	2,321.39	.00	MARQUEZ PINEDO, ANALISA	3118
V386556	1,141.66	.00	MEGGINSON, MARK	562
V386557	638.39	.00	MENDOZA, GISELLE	522
V386558	668.23	.00	MORISON, MATTHEW	243
V386559	2,617.29	.00	NIELSEN, ROSEMARY	3760
V386560	1,020.11	.00	ORTIZ, YAHAIRA	241
V386561	797.69	.00	ROJAS, ASHLEY	473
V386562	676.05	.00	RUIZ, GIANCARLO	466
V386563	1,047.58	.00	SANCHEZ, LORETTA	462
V386564	374.62	.00	SINGH, YASMINE	479
V386565	646.70	.00	SOSA, ELIANNA	341
V386566	517.08	.00	VALDEZ, NATALIA	46
V386567	474.97	.00	VEGA-MATA, PEDRO	278
V386568	767.82	.00	ZAZUETA, RYAN	267

PAYRUN TOTAL
CHECK: 425 1,092,310.45 245.73

SUNGARD PUBLIC SECTOR
DATE: 05/20/2025
TIME: 15:41:07

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 10
PAYREP83

SELECTION CRITERIA: checkhis.pay_run in ('MZ2','MZ3','MZ4')
ALL CHECKS

PAYRUN: MZ4
DATE: 05/16/2025

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	-----EMPLOYEE-----	ID NUMBER
V386569	318.62	.00		GARCIA ORTEGA, JOSE	1636
PAYRUN TOTAL					
CHECK: 1	318.62	.00			
TOTAL					
CHECKS: 427	1,092,629.07	1,890.47			

TREASURER'S REPORT FOR THE MONTH OF APRIL 2025

Meeting	Agenda Group
Tuesday, May 27, 2025, 5:00 PM	CONSENT CALENDAR Item: 4C.
Prepared By	Department Head Approval
Sung Hyun, Director of Finance	Aaron France, City Manager
Presented By	
Sung Hyun, Director of Finance	

RECOMMENDED ACTION

Receive and file the reports.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City of Buena Park's Investment Policy adopted by the City Council on February 25, 2025, requires the City Treasurer to submit a detailed investment report to the City Council. Attached for review are the Treasurer's Investment Reports for the month of April 2025. All of the investments listed meet the requirements of both the Government Code and the City Investment Policy.

BUDGET IMPACT

None.

Attachments

[Treasurers Report Att1of4.pdf](#)

[Treasurers Report Att2of4.pdf](#)

[Treasurers Report Att3of4.pdf](#)

[Treasurers Report Att4of4.pdf](#)

CITY OF BUENA PARK
Treasurer's Report of Monies on Deposit
Period Ending April 30, 2025

DESCRIPTION	City	RDA	Total
	Book Balance	Bond Proceeds Series B	
Union Bank - City Checking Account	7,655,083.49	-	7,655,083.49
Union Bank - Outstanding checks	(288,424.70)	-	(288,424.70)
Union Bank - Outstanding deposits	176,248.81	-	176,248.81
	7,542,907.60	-	7,542,907.60
Local Agency Investment Fund	24,945,375.57	-	24,945,375.57
Governmental Agency Securities	25,179,373.55	-	25,179,373.55
CMBS	6,339,687.51	-	6,339,687.51
Money Market Mutual	1,291,345.46	1,353,390.81	2,644,736.27
Supranational	3,383,135.00	-	3,383,135.00
Corporate	25,648,915.35	-	25,648,915.35
U S Treasury	44,754,488.31	-	44,754,488.31
Payables/Receivable	2,722.17	-	2,722.17
	131,545,042.92	1,353,390.81	132,898,433.73
Total	139,087,950.52	1,353,390.81	140,441,341.33

Fund Description	Cash Balance
11 - General Fund	58,798,062.95
12 - Economic Development Fund	8,125,387.08
17 - Opioid Settlement Fund	578,989.49
18 - Local Law Enforcement Fund	77,683.15
20 - Asset Forfeiture Fund	610,844.61
21 - Capital Project Fund	(24,250.04)
22 - Prop 172 PD Augment Fund	111,577.38
23 - State Law Enf Supp Fund	51,801.10
24 - State Gas Tax Fund	7,477,992.47
25 - Measure M2	3,259,879.86
28 - HOME Deferred Loan Fund	1,282,818.32
29 - Economic Development Fund (CDBG)	573,081.07
30 - State OCATT Fund	(83,487.10)
31 - Calhome Program	1,401,440.16
32 - Park In-Lieu Fund	-
33 - Traffic Congestion Relief Fund	84,142.65
40 - AB 2766 (AQMD) Fund	344,559.13
52 - Water Enterprise Fund	34,878,439.87
53 - Wastewater Enterprise Fund	(793,186.92)
62 - Workers' Comp Self-Ins Fund	5,024,409.61
63 - Public Liab Self-Ins Fund	662,203.84
65 - Accrued Leave Fund	473,014.17
71 - Equip Maint & Replacement Fund	8,355,938.49
73 - Payroll Revolving Fund	-
74 - Management Info Systems Fund	2,026,338.56
77 - Gov't Buildings Maintenance Fund	454,453.91
96 - Tourism & Marketing Dist	464,814.47
97 - Successor Fund to RDA	4,460,925.40
98 - Housing Successor Fund	1,763,467.65
Total Cash	<u>140,441,341.33</u>

* All investments are made in accordance with the City's adopted investment policy.

* The City has sufficient resources to meet expenditures for the next six (6) months.

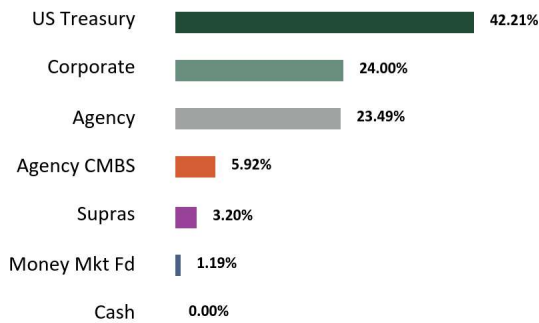
PORTFOLIO SUMMARY

City of Buena Park Core | Account #405 | As of April 30, 2025

Portfolio Characteristics

Average Modified Duration	2.14
Average Coupon	3.21%
Average Purchase YTM	3.65%
Average Market YTM	3.87%
Average Credit Quality*	AA+
Average Final Maturity	2.35
Average Life	2.20

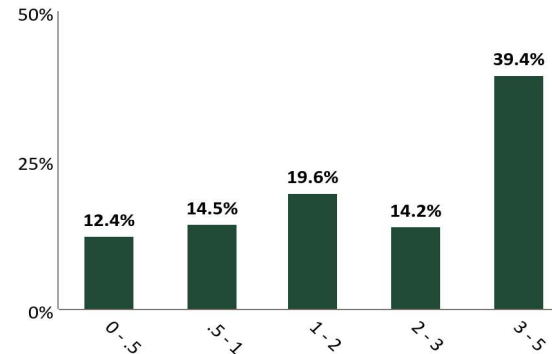
Sector Allocation



Account Summary

	End Values as of 03/31/2025	End Values as of 04/30/2025
Market Value	107,411,825.45	108,232,844.38
Accrued Interest	711,260.30	776,310.36
Total Market Value	108,123,085.75	109,009,154.74
Income Earned	314,714.23	325,133.10
Cont/WD	(8,024.45)	(8,059.78)
Par	108,347,437.20	108,574,067.63
Book Value	107,393,371.42	107,639,885.67
Cost Value	106,422,747.79	106,599,667.35

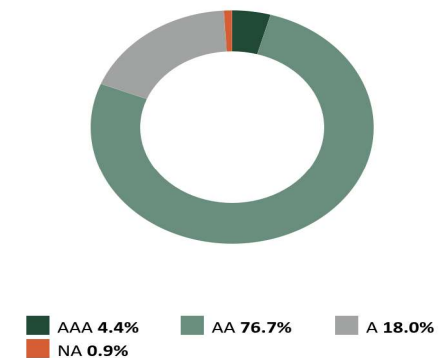
Maturity Distribution



Top Issuers

Government of The United States	42.21%
Farm Credit System	10.51%
Federal Home Loan Banks	7.22%
FHLMC	5.92%
FNMA	3.20%
Federal Home Loan Mortgage Corp	2.56%
Inter-American Development Bank	1.82%
BlackRock, Inc.	1.39%

Credit Quality (S&P)



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (01/01/06)
City of Buena Park Core	0.83%	2.18%	2.68%	6.88%	4.66%	3.58%	1.48%	1.81%	2.42%
Benchmark Return	0.85%	2.20%	2.67%	6.86%	4.47%	3.38%	1.25%	1.66%	2.25%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

**Periods over 1 year are annualized.

Benchmark: ICE BofA 0-5 Year US Treasury Index Secondary Benchmark:

STATEMENT OF COMPLIANCE



City of Buena Park Core | Account #405 | As of April 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	100.0	5.9	Compliant	
Max % Issuer (MV; Agencies & Agency CMOs)	30.0	10.5	Compliant	
Max Maturity (Years)	5.0	4.9	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	24.0	Compliant	
Max % Issuer (MV)	5.0	1.4	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE



City of Buena Park Core | Account #405 | As of April 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	23.5	Compliant	
Max % Issuer (MV; Agencies & Agency CMOs)	30.0	10.5	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	4	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max % (MV)	35.0	0.0	Compliant	
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	1.2	Compliant	
Max % Issuer (MV)	20.0	1.2	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	

STATEMENT OF COMPLIANCE



City of Buena Park Core | Account #405 | As of April 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	15.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	30.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	3.2	Compliant	
Max % Issuer (MV)	10.0	1.8	Compliant	
Max Maturity (Years)	5	3	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	42.2	Compliant	
Max % Issuer (BV)	100.0	42.3	Compliant	
Max Maturity (Years)	5	4	Compliant	

RECONCILIATION SUMMARY



City of Buena Park Core | Account #405 | As of April 30, 2025

Maturities / Calls

Month to Date	(2,750,000.00)
Fiscal Year to Date	(19,945,000.00)

Principal Paydowns

Month to Date	0.00
Fiscal Year to Date	0.00

Purchases

Month to Date	3,956,360.49
Fiscal Year to Date	44,234,036.53

Sales

Month to Date	(991,330.41)
Fiscal Year to Date	(19,727,501.76)

Interest Received

Month to Date	239,850.35
Fiscal Year to Date	2,756,598.12

Purchased / Sold Interest

Month to Date	(16,760.49)
Fiscal Year to Date	(115,468.41)

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Book Value	107,393,371.42	104,770,238.43
Maturities/Calls	(2,750,000.00)	(19,945,000.00)
Principal Paydowns	0.00	0.00
Purchases	3,956,360.49	44,234,036.53
Sales	(991,330.41)	(19,727,501.76)
Change in Cash, Payables, Receivables	(5,509.02)	(2,044,405.70)
Amortization/Accretion	36,993.19	352,518.17
Realized Gain (Loss)	0.00	0.00
Ending Book Value	107,639,885.67	107,639,885.67

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Market Value	107,411,825.45	102,733,539.43
Maturities/Calls	(2,750,000.00)	(19,945,000.00)
Principal Paydowns	0.00	0.00
Purchases	3,956,360.49	44,234,036.53
Sales	(991,330.41)	(19,727,501.76)
Change in Cash, Payables, Receivables	(5,509.02)	(2,044,405.70)
Amortization/Accretion	36,993.19	352,518.17
Change in Net Unrealized Gain (Loss)	574,504.68	2,629,657.71
Realized Gain (Loss)	0.00	0.00
Ending Market Value	108,232,844.38	108,232,844.38

HOLDINGS REPORT



City of Buena Park Core | Account #405 | As of April 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
AGENCY									
3135G04Z3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 06/17/2025	1,400,000.00	06/18/2020 0.52%	1,398,866.00 1,399,970.78	99.51 4.34%	1,393,159.60 2,605.56	1.29% (6,811.18)	Aaa/AA+ AA+	0.13 0.13
3137EAEU9	FEDERAL HOME LOAN MORTGAGE CORP 0.375 07/21/2025	1,300,000.00	08/11/2020 0.43%	1,296,334.00 1,299,835.40	99.12 4.37%	1,288,559.26 1,354.17	1.19% (11,276.14)	Aaa/AA+ AA+	0.22 0.22
3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	1,000,000.00	02/16/2021 0.52%	993,538.00 999,545.43	98.77 4.31%	987,710.26 687.50	0.91% (11,835.17)	Aaa/AA+ AA+	0.32 0.31
3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025	1,500,000.00	10/19/2020 0.47%	1,492,845.00 1,499,423.30	98.46 4.34%	1,476,903.83 593.75	1.36% (22,519.48)	Aaa/AA+ AA+	0.40 0.39
3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	1,100,000.00	11/18/2020 0.52%	1,099,021.00 1,099,897.46	98.17 4.11%	1,079,901.24 2,658.33	1.00% (19,996.22)	Aaa/AA+ AA+	0.52 0.51
3130ATUC9	FEDERAL HOME LOAN BANKS 4.5 12/12/2025	895,000.00	05/31/2023 4.31%	899,072.25 895,990.55	100.26 4.06%	897,319.10 15,550.63	0.83% 1,328.55	Aaa/AA+ AA+	0.62 0.59
3133EPLC7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026	2,000,000.00	06/07/2023 4.37%	1,987,746.00 1,996,289.28	100.09 4.01%	2,001,727.12 14,895.83	1.85% 5,437.84	Aaa/AA+ AA+	0.83 0.79
3130AUU36	FEDERAL HOME LOAN BANKS 4.125 03/13/2026	1,000,000.00	03/16/2023 4.23%	997,070.00 999,152.12	100.12 3.98%	1,001,177.28 5,500.00	0.93% 2,025.16	Aaa/AA+ AA+	0.87 0.84
3133EPHH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	2,000,000.00	05/09/2023 3.90%	2,005,460.00 2,001,823.36	99.99 4.01%	1,999,813.12 666.67	1.85% (2,010.24)	Aaa/AA+ AA+	0.99 0.96
3130AWLZ1	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	1,000,000.00	08/24/2023 4.82%	998,180.00 999,273.07	100.95 3.86%	1,009,531.35 18,340.28	0.93% 10,258.28	Aaa/AA+ AA+	1.12 1.06
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	1,000,000.00	10/31/2023 5.06%	998,600.00 999,364.27	101.55 3.71%	1,015,537.35 12,638.89	0.94% 16,173.08	Aaa/AA+ AA+	1.25 1.19
3130B1EF0	FEDERAL HOME LOAN BANKS 4.625 06/11/2027	2,000,000.00	07/22/2024 4.35%	2,014,366.00 2,010,518.70	101.83 3.71%	2,036,608.48 35,972.22	1.88% 26,089.78	Aaa/AA+ AA+	2.11 1.97
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	1,600,000.00	09/11/2023 4.50%	1,591,334.40 1,594,172.23	102.24 3.66%	1,635,885.23 10,305.56	1.51% 41,713.00	Aaa/AA+ AA+	3.36 3.08
3133EPC45	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028	2,500,000.00	11/14/2023 4.73%	2,488,100.00 2,491,575.45	102.92 3.73%	2,573,058.78 53,958.33	2.38% 81,483.32	Aaa/AA+ AA+	3.54 3.18
3133EPW84	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029	2,000,000.00	01/29/2024 4.05%	1,984,380.00 1,988,306.53	100.18 3.82%	2,003,571.20 22,173.61	1.85% 15,264.67	Aaa/AA+ AA+	3.72 3.39

HOLDINGS REPORT



City of Buena Park Core | Account #405 | As of April 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3133ERAK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029	1,750,000.00	04/10/2024 4.66%	1,727,792.50 1,732,438.88	102.01 3.82%	1,785,156.85 4,466.15	1.65% 52,717.97	Aaa/AA+ AA+	3.94 3.59
3130B1BC0	FEDERAL HOME LOAN BANKS 4.625 06/08/2029	1,200,000.00	06/11/2024 4.50%	1,206,668.40 1,205,486.24	102.97 3.84%	1,235,617.99 22,045.83	1.14% 30,131.75	Aaa/AA+ AA+	4.11 3.65
Total Agency		25,245,000.00	3.47%	25,179,373.55 25,213,063.04	100.72 3.95%	25,421,238.03 224,413.30	23.49% 208,174.99		1.88 1.73

AGENCY CMBS									
3137FBBX3	FHMS K-068 A2 3.244 08/25/2027	1,000,000.00	01/29/2024 4.42%	961,171.88 975,026.04	98.24 4.00%	982,446.90 2,703.33	0.91% 7,420.86	Aaa/AA+ AA+	2.32 2.13
3137FJZ93	FHMS K-084 A2 3.78 10/25/2028	1,000,000.00	12/09/2024 4.34%	979,062.50 981,172.83	98.99 4.05%	989,876.20 3,150.00	0.91% 8,703.37	Aaa/AA+ AA+	3.49 3.16
3137FKZZ2	FHMS K-088 A2 3.69 01/25/2029	1,000,000.00	04/17/2025 4.21%	981,015.63 981,128.21	98.69 4.04%	986,893.10 3,075.00	0.91% 5,764.89	Aaa/AA+ AA+	3.74 3.36
3137FLYV0	FHMS K-092 A2 3.298 04/25/2029	1,000,000.00	09/17/2024 3.74%	980,625.00 983,237.23	97.17 4.06%	971,677.70 2,748.33	0.90% (11,559.53)	Aaa/AA+ AAA	3.99 3.60
3137H9D71	FHMS K-750 A2 3.0 09/25/2029	1,000,000.00	10/30/2024 4.49%	939,101.56 945,253.62	95.88 4.10%	958,761.70 2,500.00	0.89% 13,508.08	Aaa/AA+ AAA	4.41 3.69
3137HA4B9	FHMS K-751 A2 4.412 03/25/2030	1,500,000.00	03/26/2025 4.40%	1,498,710.94 1,498,733.19	100.99 4.14%	1,514,830.05 5,515.00	1.40% 16,096.86	Aaa/AA+ AA+	4.90 4.05
Total Agency CMBS		6,500,000.00	4.28%	6,339,687.51 6,364,551.12	98.56 4.07%	6,404,485.65 19,691.67	5.92% 39,934.53		3.89 3.39

CASH									
CCYUSD	Receivable	2,722.17	-- 0.00%	2,722.17 2,722.17	1.00 0.00%	2,722.17 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		2,722.17	0.00%	2,722.17 2,722.17	1.00 0.00%	2,722.17 0.00	0.00% 0.00		0.00 0.00

CORPORATE									
06367WB85	BANK OF MONTREAL 1.85 05/01/2025	750,000.00	08/12/2021 0.97%	774,285.00 750,000.00	100.00 1.85%	750,000.00 6,937.50	0.69% 0.00	A2/A- AA-	0.00 0.00
91159HHZ6	US BANCORP 1.45 05/12/2025	1,000,000.00	12/29/2021 1.33%	1,003,770.00 1,000,000.00	99.90 4.77%	998,977.43 6,806.94	0.92% (1,022.57)	A3/A A	0.03 0.03

HOLDINGS REPORT



City of Buena Park Core | Account #405 | As of April 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
78015K7H1YANK	ROYAL BANK OF CANADA 1.15 06/10/2025	750,000.00	05/20/2021 0.95%	756,082.50 750,164.61	99.61 4.76%	747,067.50 3,378.13	0.69% (3,097.11)	A1/A AA-	0.11 0.11
89114QCK2	TORONTO-DOMINION BANK 0.75 09/11/2025	1,000,000.00	05/26/2021 0.91%	993,120.00 999,416.06	98.63 4.61%	986,264.61 1,041.67	0.91% (13,151.45)	A2/A- AA-	0.37 0.36
89236TKK0	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025	1,000,000.00	11/08/2022 5.36%	1,000,960.00 1,000,169.05	100.53 4.37%	1,005,270.08 25,650.00	0.93% 5,101.03	A1/A+ A+	0.53 0.50
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	1,000,000.00	03/16/2023 4.64%	962,870.00 988,046.75	99.00 4.38%	989,963.39 16,563.89	0.91% 1,916.64	A2/A A	1.01 0.96
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	1,000,000.00	08/24/2023 5.47%	1,001,440.00 1,000,604.66	101.64 4.21%	1,016,429.15 11,205.50	0.94% 15,824.49	Aa1/A+ AA	1.30 1.15
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	1,000,000.00	10/31/2023 5.91%	999,160.00 999,579.62	102.39 4.22%	1,023,939.91 163.39	0.95% 24,360.29	Aa3/A+ AA-	1.50 1.35
084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	500,000.00	03/14/2022 2.73%	489,930.00 496,231.34	97.16 3.88%	485,819.09 1,469.44	0.45% (10,412.25)	Aa2/AA A+	1.87 1.80
09247XAN1	BLACKROCK FINANCE INC 3.2 03/15/2027	750,000.00	06/03/2022 3.36%	744,562.50 747,868.07	98.73 3.91%	740,477.27 3,066.67	0.68% (7,390.80)	Aa3/AA- NA	1.87 1.79
857477CL5	STATE STREET CORP 4.993 03/18/2027	1,000,000.00	03/19/2024 5.00%	999,860.00 999,912.05	101.52 4.14%	1,015,206.75 5,963.86	0.94% 15,294.70	Aa3/A AA-	1.88 1.70
023135CF1	AMAZON.COM INC 3.3 04/13/2027	500,000.00	06/09/2022 3.59%	493,600.00 497,418.24	98.98 3.85%	494,920.17 825.00	0.46% (2,498.07)	A1/AA AA-	1.95 1.87
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	750,000.00	06/29/2022 3.91%	752,805.00 751,140.34	99.86 4.07%	748,945.26 14,250.00	0.69% (2,195.08)	A2/A+ A+	2.03 1.89
931142EX7	WALMART INC 3.95 09/09/2027	750,000.00	09/08/2022 3.92%	751,140.00 750,528.02	100.37 3.78%	752,781.49 4,279.17	0.70% 2,253.47	Aa2/AA AA	2.36 2.14
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	750,000.00	12/28/2022 4.66%	695,400.00 722,013.60	97.51 4.02%	731,321.45 983.33	0.68% 9,307.85	A2/A+ A	2.46 2.34
037833DK3	APPLE INC 3.0 11/13/2027	1,000,000.00	01/27/2023 4.12%	951,990.00 974,552.23	98.06 3.81%	980,552.02 14,000.00	0.91% 5,999.79	Aaa/AA+ NA	2.54 2.38
69371RS31	PACCAR FINANCIAL CORP 4.6 01/10/2028	500,000.00	01/27/2023 4.30%	506,670.00 503,636.17	101.64 3.95%	508,179.33 7,091.67	0.47% 4,543.16	A1/A+ NA	2.70 2.48
713448FL7	PEPSICO INC 3.6 02/18/2028	1,000,000.00	03/16/2023 4.29%	969,840.00 982,820.89	99.33 3.85%	993,336.82 7,300.00	0.92% 10,515.93	A1/A+ NA	2.80 2.62
57636QAW4	MASTERCARD INC 4.875 03/09/2028	1,000,000.00	03/16/2023 4.53%	1,015,050.00 1,008,539.84	102.58 3.91%	1,025,810.01 7,041.67	0.95% 17,270.17	Aa3/A+ NA	2.86 2.56
58933YBH7	MERCK & CO INC 4.05 05/17/2028	1,000,000.00	05/09/2023 4.07%	999,240.00 999,537.43	100.38 3.92%	1,003,796.02 18,450.00	0.93% 4,258.59	Aa3/A+ NA	3.05 2.72

HOLDINGS REPORT



City of Buena Park Core | Account #405 | As of April 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
24422EXB0	JOHN DEERE CAPITAL CORP 4.95 07/14/2028	535,000.00	07/11/2023 4.98%	534,202.85 534,489.51	102.65 4.06%	549,174.43 7,871.19	0.51% 14,684.92	A1/A A+	3.21 2.90
532457CK2	ELI LILLY AND CO 4.5 02/09/2029	1,250,000.00	02/12/2024 4.54%	1,247,675.00 1,248,239.02	101.62 4.03%	1,270,285.00 12,812.50	1.17% 22,045.98	Aa3/A+ NA	3.78 3.34
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	1,250,000.00	02/28/2024 4.81%	1,252,025.00 1,251,543.61	102.55 4.12%	1,281,860.88 10,946.18	1.18% 30,317.26	A1/AA- NA	3.83 3.37
14913UAJ9	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029	1,250,000.00	05/16/2024 4.81%	1,251,912.50 1,251,533.07	102.23 4.21%	1,277,909.99 10,777.78	1.18% 26,376.92	A2/A A+	3.83 3.44
09290DAA9	BLACKROCK INC 4.7 03/14/2029	750,000.00	07/22/2024 4.65%	751,597.50 751,327.26	102.19 4.08%	766,391.75 4,602.08	0.71% 15,064.49	Aa3/AA- NA	3.87 3.43
24422EXT1	JOHN DEERE CAPITAL CORP 4.85 06/11/2029	750,000.00	06/11/2024 5.01%	744,682.50 745,623.62	102.51 4.18%	768,849.64 14,145.83	0.71% 23,226.01	A1/A A+	4.11 3.64
437076DC3	HOME DEPOT INC 4.75 06/25/2029	1,250,000.00	06/24/2024 4.81%	1,246,925.00 1,247,447.04	102.16 4.18%	1,276,984.43 20,781.25	1.18% 29,537.38	A2/A A	4.15 3.62
46647PEB8	JPMORGAN CHASE & CO 5.012 01/23/2030	750,000.00	03/26/2025 4.75%	756,720.00 756,551.76	101.67 4.75%	762,510.31 10,232.83	0.70% 5,958.55	A1/A AA-	4.73 3.33
63743HFX5	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030	1,000,000.00	02/07/2025 4.92%	1,001,400.00 1,001,337.50	101.92 4.50%	1,019,180.57 11,550.00	0.94% 17,843.07	A2/NA A	4.77 4.10
Total Corporate		25,785,000.00	4.14%	25,648,915.35 25,710,271.35	100.75 4.11%	25,972,204.72 260,187.47	24.00% 261,933.37		2.47 2.19
MONEY MARKET FUND									
60934N104	FEDERATED HRMS GV O INST	1,291,345.46	-- 4.23%	1,291,345.46 1,291,345.46	1.00 0.00%	1,291,345.46 0.00	1.19% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		1,291,345.46	4.23%	1,291,345.46 1,291,345.46	1.00 0.00%	1,291,345.46 0.00	1.19% 0.00		0.00 0.00
SUPRANATIONAL									
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	1,500,000.00	07/24/2023 4.19%	1,454,115.00 1,470,439.23	99.51 3.66%	1,492,619.06 15,895.83	1.38% 22,179.83	Aaa/AAA NA	3.20 2.97

HOLDINGS REPORT



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Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
4581X0DC9	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028	2,000,000.00	12/28/2023 3.96%	1,929,020.00 1,949,141.29	98.28 3.67%	1,965,617.22 7,465.28	1.82% 16,475.93	Aaa/AAA NA	3.39 3.16
Total				3,383,135.00	98.81	3,458,236.28	3.20%		3.31
Supranational		3,500,000.00	4.06%	3,419,580.51	3.67%	23,361.11	38,655.76		3.08
US TREASURY									
912828ZT0	UNITED STATES TREASURY 0.25 05/31/2025	1,500,000.00	05/26/2021 0.56%	1,481,250.00 1,499,616.04	99.65 4.53%	1,494,726.57 1,565.93	1.38% (4,889.47)	Aaa/AA+ AA+	0.08 0.08
91282CFE6	UNITED STATES TREASURY 3.125 08/15/2025	2,000,000.00	05/31/2023 4.36%	1,948,281.25 1,993,198.28	99.65 4.30%	1,993,031.26 12,948.90	1.84% (167.02)	Aaa/AA+ AA+	0.29 0.29
91282CAT8	UNITED STATES TREASURY 0.25 10/31/2025	1,000,000.00	02/16/2021 0.50%	988,398.44 998,762.77	98.08 4.20%	980,773.44 6.79	0.91% (17,989.33)	Aaa/AA+ AA+	0.50 0.49
91282CBC4	UNITED STATES TREASURY 0.375 12/31/2025	1,250,000.00	01/11/2021 0.49%	1,243,017.58 1,249,060.80	97.61 4.05%	1,220,107.43 1,566.82	1.13% (28,953.37)	Aaa/AA+ AA+	0.67 0.65
91282CBH3	UNITED STATES TREASURY 0.375 01/31/2026	1,250,000.00	03/29/2021 0.85%	1,221,923.83 1,245,630.48	97.32 4.04%	1,216,455.08 1,165.40	1.12% (29,175.40)	Aaa/AA+ AA+	0.76 0.74
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	1,500,000.00	05/31/2023 4.17%	1,493,437.50 1,498,077.65	99.98 4.02%	1,499,683.59 12,430.94	1.39% 1,605.94	Aaa/AA+ AA+	0.80 0.77
91282CBT7	UNITED STATES TREASURY 0.75 03/31/2026	1,500,000.00	09/28/2021 0.93%	1,487,871.09 1,497,534.36	97.17 3.93%	1,457,507.81 952.87	1.35% (40,026.55)	Aaa/AA+ AA+	0.92 0.90
9128286S4	UNITED STATES TREASURY 2.375 04/30/2026	1,300,000.00	08/29/2022 3.36%	1,255,972.66 1,288,022.46	98.51 3.91%	1,280,682.81 83.90	1.18% (7,339.65)	Aaa/AA+ AA+	1.00 0.97
91282CCF6	UNITED STATES TREASURY 0.75 05/31/2026	1,500,000.00	06/03/2022 2.94%	1,376,484.38 1,466,468.27	96.71 3.88%	1,450,664.07 4,697.80	1.34% (15,804.20)	Aaa/AA+ AA+	1.08 1.06
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	1,000,000.00	04/17/2025 3.95%	1,001,875.00 1,001,834.73	100.30 3.85%	1,003,007.81 15,525.41	0.93% 1,173.08	Aaa/AA+ AA+	1.13 1.07
91282CCP4	UNITED STATES TREASURY 0.625 07/31/2026	1,500,000.00	06/03/2022 2.93%	1,364,414.06 1,459,216.90	96.16 3.80%	1,442,344.50 2,330.80	1.33% (16,872.40)	Aaa/AA+ AA+	1.25 1.22
9128282A7	UNITED STATES TREASURY 1.5 08/15/2026	1,600,000.00	10/04/2022 4.00%	1,457,250.00 1,552,315.43	97.14 3.79%	1,554,187.50 4,972.38	1.44% 1,872.08	Aaa/AA+ AA+	1.29 1.26
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	1,000,000.00	05/26/2022 2.73%	924,257.81 975,262.97	96.09 3.74%	960,859.38 741.12	0.89% (14,403.59)	Aaa/AA+ AA+	1.42 1.38
91282CDK4	UNITED STATES TREASURY 1.25 11/30/2026	1,000,000.00	05/26/2022 2.72%	937,500.00 978,026.16	96.28 3.69%	962,773.44 5,219.78	0.89% (15,252.72)	Aaa/AA+ AA+	1.59 1.54

HOLDINGS REPORT



City of Buena Park Core | Account #405 | As of April 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	1,500,000.00	06/03/2022 2.95%	1,391,015.63 1,460,232.78	96.12 3.67%	1,441,757.82 6,267.27	1.33% (18,474.96)	Aaa/AA+ AA+	1.67 1.62
91282Z78	UNITED STATES TREASURY 1.5 01/31/2027	1,500,000.00	06/09/2022 3.08%	1,397,578.13 1,461,350.24	96.37 3.66%	1,445,507.82 5,593.92	1.34% (15,842.42)	Aaa/AA+ AA+	1.76 1.70
91282V98	UNITED STATES TREASURY 2.25 02/15/2027	1,700,000.00	10/04/2022 3.94%	1,585,050.78 1,652,765.53	97.59 3.65%	1,659,027.35 7,924.72	1.53% 6,261.82	Aaa/AA+ AA+	1.80 1.73
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	1,500,000.00	06/09/2022 3.07%	1,478,085.94 1,491,050.22	98.36 3.61%	1,475,449.22 112.09	1.36% (15,601.01)	Aaa/AA+ AA+	2.00 1.92
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	1,500,000.00	09/27/2022 4.20%	1,428,808.59 1,466,265.25	98.95 3.60%	1,484,296.88 7,897.42	1.37% 18,031.63	Aaa/AA+ AA+	2.34 2.22
912823F5	UNITED STATES TREASURY 2.25 11/15/2027	1,150,000.00	12/28/2022 4.02%	1,060,560.55 1,103,423.23	96.77 3.59%	1,112,804.69 11,936.81	1.03% 9,381.46	Aaa/AA+ AA+	2.54 2.41
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	2,000,000.00	02/23/2023 4.15%	1,942,421.88 1,967,816.46	99.76 3.59%	1,995,234.38 17,403.31	1.84% 27,417.92	Aaa/AA+ AA+	2.76 2.58
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	2,000,000.00	05/31/2023 3.84%	1,981,171.88 1,988,639.12	100.13 3.58%	2,002,578.12 6,140.71	1.85% 13,939.00	Aaa/AA+ AA+	2.92 2.74
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	1,500,000.00	10/30/2024 4.11%	1,494,199.22 1,494,988.26	101.22 3.59%	1,518,339.84 20,055.25	1.40% 23,351.58	Aaa/AA+ AA+	3.17 2.92
912824V9	UNITED STATES TREASURY 2.875 08/15/2028	1,750,000.00	03/12/2024 4.20%	1,657,031.25 1,680,848.74	97.73 3.61%	1,710,351.56 10,423.86	1.58% 29,502.82	Aaa/AA+ AA+	3.29 3.09
91282CES6	UNITED STATES TREASURY 2.75 05/31/2029	1,000,000.00	07/23/2024 4.18%	937,929.69 947,772.67	96.55 3.67%	965,546.88 11,483.52	0.89% 17,774.21	Aaa/AA+ AA+	4.08 3.77
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	2,000,000.00	09/03/2024 3.69%	2,027,343.75 2,023,694.86	101.25 3.68%	2,025,078.12 19,889.50	1.87% 1,383.26	Aaa/AA+ AA+	4.25 3.85
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	2,000,000.00	09/17/2024 3.45%	1,971,093.75 1,974,691.04	97.78 3.68%	1,955,546.88 10,529.89	1.81% (19,144.16)	Aaa/AA+ AA+	4.34 3.99
91282CLR0	UNITED STATES TREASURY 4.125 10/31/2029	1,500,000.00	12/30/2024 4.38%	1,483,535.16 1,484,663.91	101.77 3.69%	1,526,542.97 168.14	1.41% 41,879.05	Aaa/AA+ AA+	4.50 4.08
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	1,500,000.00	12/30/2024 4.38%	1,499,589.84 1,499,617.02	102.84 3.70%	1,542,657.00 21,935.43	1.43% 43,039.98	Aaa/AA+ AA+	4.67 4.14
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	1,250,000.00	02/07/2025 4.34%	1,245,263.67 1,245,472.32	102.33 3.71%	1,279,150.39 13,207.87	1.18% 33,678.07	Aaa/AA+ AA+	4.76 4.24
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	2,000,000.00	03/26/2025 4.09%	1,991,875.00 1,992,033.07	101.30 3.70%	2,025,937.50 13,478.26	1.87% 33,904.43	Aaa/AA+ AA+	4.83 4.34
Total US Treasury		46,250,000.00	3.35%	44,754,488.31 45,638,352.01	98.81 3.79%	45,682,612.08 248,656.82	42.21% 44,260.07		2.32 2.16

HOLDINGS REPORT



City of Buena Park Core | Account #405 | As of April 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
Total Portfolio		108,574,067.63	3.65%	106,599,667.35 107,639,885.67	98.54 3.87%	108,232,844.38 776,310.36	100.00% 592,958.71		2.35 2.14
Total Market Value + Accrued						109,009,154.74			

TRANSACTION LEDGER



City of Buena Park Core | Account #405 | As of April 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/02/2025	60934N104	8,231.19	FEDERATED HRMS GV O INST	1.000	4.21%	(8,231.19)	0.00	(8,231.19)	0.00
Purchase	04/10/2025	60934N104	38,281.25	FEDERATED HRMS GV O INST	1.000	4.23%	(38,281.25)	0.00	(38,281.25)	0.00
Purchase	04/14/2025	60934N104	8,250.00	FEDERATED HRMS GV O INST	1.000	4.20%	(8,250.00)	0.00	(8,250.00)	0.00
Purchase	04/15/2025	60934N104	718,937.50	FEDERATED HRMS GV O INST	1.000	4.22%	(718,937.50)	0.00	(718,937.50)	0.00
Purchase	04/22/2025	91282CHH7	1,000,000.00	UNITED STATES TREASURY 4.125 06/15/2026	100.188	3.95%	(1,001,875.00)	(14,505.49)	(1,016,380.49)	0.00
Purchase	04/22/2025	60934N104	1,045,493.26	FEDERATED HRMS GV O INST	1.000	4.19%	(1,045,493.26)	0.00	(1,045,493.26)	0.00
Purchase	04/23/2025	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029	98.102	4.21%	(981,015.63)	(2,255.00)	(983,270.63)	0.00
Purchase	04/25/2025	60934N104	11,413.33	FEDERATED HRMS GV O INST	1.000	4.20%	(11,413.33)	0.00	(11,413.33)	0.00
Purchase	04/25/2025	60934N104	5,203.33	FEDERATED HRMS GV O INST	1.000	4.20%	(5,203.33)	0.00	(5,203.33)	0.00
Purchase	04/28/2025	60934N104	40,000.00	FEDERATED HRMS GV O INST	1.000	4.22%	(40,000.00)	0.00	(40,000.00)	0.00
Purchase	04/30/2025	60934N104	97,660.00	FEDERATED HRMS GV O INST	1.000	4.23%	(97,660.00)	0.00	(97,660.00)	0.00
Total Purchase			3,973,469.86				(3,956,360.49)	(16,760.49)	(3,973,120.98)	0.00
TOTAL ACQUISITIONS			3,973,469.86				(3,956,360.49)	(16,760.49)	(3,973,120.98)	0.00
DISPOSITIONS										
Maturity	04/15/2025	87612EBL9	(700,000.00)	TARGET CORP 2.25 04/15/2025	100.000	2.54%	700,000.00	0.00	700,000.00	0.00
Maturity	04/22/2025	3135G03U5	(1,300,000.00)	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.625 04/22/2025	100.000	0.44%	1,300,000.00	0.00	1,300,000.00	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Total Maturity			(2,000,000.00)				2,000,000.00	0.00	2,000,000.00	0.00
Sale	04/10/2025	60934N104	(8,059.78)	FEDERATED HRMS GV O INST	1.000	4.23%	8,059.78	0.00	8,059.78	0.00
Sale	04/23/2025	60934N104	(983,270.63)	FEDERATED HRMS GV O INST	1.000	4.17%	983,270.63	0.00	983,270.63	0.00
Total Sale			(991,330.41)				991,330.41	0.00	991,330.41	0.00
TOTAL DISPOSITIONS			(2,991,330.41)				2,991,330.41	0.00	2,991,330.41	0.00
OTHER TRANSACTIONS										
Call Redemption	04/22/2025	46647PBK1	(750,000.00)	JPMORGAN CHASE & CO 2.083 04/22/2026	100.000	1.15%	750,000.00	0.00	750,000.00	0.00
Total Call Redemption			(750,000.00)				750,000.00	0.00	750,000.00	0.00
Cash Transfer	04/10/2025	CCYUSD	(8,059.78)	Cash		0.00%	(8,059.78)	0.00	(8,059.78)	0.00
Total Cash Transfer			(8,059.78)				(8,059.78)	0.00	(8,059.78)	0.00
Coupon	04/01/2025	3137FLYV0	0.00	FHMS K-092 A2 3.298 04/25/2029		3.74%	2,748.33	0.00	2,748.33	0.00
Coupon	04/01/2025	3137FJZ93	0.00	FHMS K-084 A2 3.78 10/25/2028		4.34%	3,150.00	0.00	3,150.00	0.00
Coupon	04/01/2025	3137HA4B9	0.00	FHMS K-751 A2 4.412 03/25/2030		4.40%	5,515.00	0.00	5,515.00	0.00
Coupon	04/01/2025	3137FBBX3	0.00	FHMS K-068 A2 3.244 08/25/2027		4.42%	2,703.33	0.00	2,703.33	0.00
Coupon	04/01/2025	3137H9D71	0.00	FHMS K-750 A2 3.0 09/25/2029		4.49%	2,500.00	0.00	2,500.00	0.00
Coupon	04/10/2025	3133ERAK7	0.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029		4.66%	38,281.25	0.00	38,281.25	0.00
Coupon	04/13/2025	023135CF1	0.00	AMAZON.COM INC 3.3 04/13/2027		3.59%	8,250.00	0.00	8,250.00	0.00

TRANSACTION LEDGER



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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Coupon	04/15/2025	87612EBL9	0.00	TARGET CORP 2.25 04/15/2025		2.54%	7,875.00	0.00	7,875.00	0.00
Coupon	04/15/2025	91324PDE9	0.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		4.66%	11,062.50	0.00	11,062.50	0.00
Coupon	04/22/2025	3135G03U5	0.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.625 04/22/2025		0.44%	4,062.50	0.00	4,062.50	0.00
Coupon	04/22/2025	46647PBK1	0.00	JPMORGAN CHASE & CO 2.083 04/22/2026		1.15%	7,811.25	0.00	7,811.25	0.00
Coupon	04/28/2025	3133EPHH1	0.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026		3.90%	40,000.00	0.00	40,000.00	0.00
Coupon	04/30/2025	91282CAT8	0.00	UNITED STATES TREASURY 0.25 10/31/2025		0.50%	1,250.00	0.00	1,250.00	0.00
Coupon	04/30/2025	91282CEN7	0.00	UNITED STATES TREASURY 2.75 04/30/2027		3.07%	20,625.00	0.00	20,625.00	0.00
Coupon	04/30/2025	9128286S4	0.00	UNITED STATES TREASURY 2.375 04/30/2026		3.36%	15,437.50	0.00	15,437.50	0.00
Coupon	04/30/2025	91282CLR0	0.00	UNITED STATES TREASURY 4.125 10/31/2029		4.38%	30,937.50	0.00	30,937.50	0.00
Coupon	04/30/2025	61690U7W4	0.00	MORGAN STANLEY BANK NA 5.882 10/30/2026		5.91%	29,410.00	0.00	29,410.00	0.00
Total Coupon			0.00				231,619.16	0.00	231,619.16	0.00
Dividend	04/30/2025	60934N104	0.00	FEDERATED HRMS GV O INST		4.23%	2,722.17	0.00	2,722.17	0.00
Total Dividend			0.00				2,722.17	0.00	2,722.17	0.00
TOTAL OTHER TRANSACTIONS				(758,059.78)			976,281.55	0.00	976,281.55	0.00

INCOME EARNED



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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
60934N104	FEDERATED HRMS GV O INST	1,291,345.46	309,206.01 1,973,469.86 (991,330.41) 1,291,345.46	0.00 8,231.19 0.00 8,231.19	0.00 0.00 0.00 8,231.19	8,231.19
CCYUSD	Receivable	2,722.17	8,231.19 0.00 0.00 2,722.17	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents			1,294,067.63	8,231.19	8,231.19	8,231.19
FIXED INCOME						
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	03/16/2023 03/20/2023 1,000,000.00	987,069.64 0.00 0.00 988,046.75	13,772.22 0.00 16,563.89 2,791.67	977.11 0.00 977.11 3,768.77	3,768.77
023135CF1	AMAZON.COM INC 3.3 04/13/2027	06/09/2022 06/13/2022 500,000.00	497,309.46 0.00 0.00 497,418.24	7,700.00 8,250.00 825.00 1,375.00	108.78 0.00 108.78 1,483.78	1,483.78
037833DK3	APPLE INC 3.0 11/13/2027	01/27/2023 01/31/2023 1,000,000.00	973,727.78 0.00 0.00 974,552.23	11,500.00 0.00 14,000.00 2,500.00	824.44 0.00 824.44 3,324.44	3,324.44
06367WB85	BANK OF MONTREAL 1.85 05/01/2025	08/12/2021 08/16/2021 750,000.00	750,538.07 0.00 0.00 750,000.00	5,781.25 0.00 6,937.50 1,156.25	0.00 (538.07) (538.07) 618.18	618.18
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	08/24/2023 08/28/2023 1,000,000.00	1,000,645.61 0.00 0.00 1,000,604.66	6,600.50 0.00 11,205.50 4,605.00	0.00 (40.95) (40.95) 4,564.05	4,564.05

INCOME EARNED



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084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	03/14/2022	496,065.80	511.11	165.53	1,123.87
		03/16/2022	0.00	0.00	0.00	
			0.00	1,469.44	165.53	
		500,000.00	496,231.34	958.33	1,123.87	
09247XAN1	BLACKROCK FINANCE INC 3.2 03/15/2027	06/03/2022	747,774.43	1,066.67	93.64	2,093.64
		06/07/2022	0.00	0.00	0.00	
			0.00	3,066.67	93.64	
		750,000.00	747,868.07	2,000.00	2,093.64	
09290DAA9	BLACKROCK INC 4.7 03/14/2029	07/22/2024	751,356.01	1,664.58	0.00	2,908.75
		07/23/2024	0.00	0.00	(28.75)	
			0.00	4,602.08	(28.75)	
		750,000.00	751,327.26	2,937.50	2,908.75	
14913UAJ9	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029	05/16/2024	1,251,565.97	5,725.69	0.00	5,019.18
		05/20/2024	0.00	0.00	(32.90)	
			0.00	10,777.78	(32.90)	
		1,250,000.00	1,251,533.07	5,052.08	5,019.18	
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	02/28/2024	1,251,577.51	5,894.10	0.00	5,018.18
		03/01/2024	0.00	0.00	(33.90)	
			0.00	10,946.18	(33.90)	
		1,250,000.00	1,251,543.61	5,052.08	5,018.18	
24422EXB0	JOHN DEERE CAPITAL CORP 4.95 07/14/2028	07/11/2023	534,476.42	5,664.31	13.09	2,219.96
		07/14/2023	0.00	0.00	0.00	
			0.00	7,871.19	13.09	
		535,000.00	534,489.51	2,206.88	2,219.96	
24422EXT1	JOHN DEERE CAPITAL CORP 4.85 06/11/2029	06/11/2024	745,536.21	11,114.58	87.41	3,118.66
		06/12/2024	0.00	0.00	0.00	
			0.00	14,145.83	87.41	
		750,000.00	745,623.62	3,031.25	3,118.66	
3130ATUC9	FEDERAL HOME LOAN BANKS 4.5 12/12/2025	05/31/2023	896,122.62	12,194.38	0.00	3,224.18
		06/01/2023	0.00	0.00	(132.07)	
			0.00	15,550.63	(132.07)	
		895,000.00	895,990.55	3,356.25	3,224.18	
3130AUU36	FEDERAL HOME LOAN BANKS 4.125 03/13/2026	03/16/2023	999,071.63	2,062.50	80.49	3,517.99
		03/17/2023	0.00	0.00	0.00	
			0.00	5,500.00	80.49	
		1,000,000.00	999,152.12	3,437.50	3,517.99	

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3130AWLZ1	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	08/24/2023 08/28/2023 1,000,000.00	999,219.49 0.00 0.00 999,273.07	14,381.94 0.00 18,340.28 3,958.33	53.58 0.00 53.58 4,011.92	4,011.92
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	09/11/2023 09/12/2023 1,600,000.00	1,594,029.63 0.00 0.00 1,594,172.23	4,472.22 0.00 10,305.56 5,833.33	142.60 0.00 142.60 5,975.94	5,975.94
3130B1BC0	FEDERAL HOME LOAN BANKS 4.625 06/08/2029	06/11/2024 06/12/2024 1,200,000.00	1,205,596.04 0.00 0.00 1,205,486.24	17,420.83 0.00 22,045.83 4,625.00	0.00 (109.80) (109.80) 4,515.20	4,515.20
3130B1EF0	FEDERAL HOME LOAN BANKS 4.625 06/11/2027	07/22/2024 07/23/2024 2,000,000.00	2,010,927.98 0.00 0.00 2,010,518.70	28,263.89 0.00 35,972.22 7,708.33	0.00 (409.29) (409.29) 7,299.05	7,299.05
3133EPC45	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028	11/14/2023 11/15/2023 2,500,000.00	2,491,379.84 0.00 0.00 2,491,575.45	44,322.92 0.00 53,958.33 9,635.42	195.62 0.00 195.62 9,831.03	9,831.03
3133EPHH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	05/09/2023 05/10/2023 2,000,000.00	2,001,974.46 0.00 0.00 2,001,823.36	34,000.00 40,000.00 666.67 6,666.67	0.00 (151.11) (151.11) 6,515.56	6,515.56
3133EPLC7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026	06/07/2023 06/08/2023 2,000,000.00	1,995,919.44 0.00 0.00 1,996,289.28	8,020.83 0.00 14,895.83 6,875.00	369.84 0.00 369.84 7,244.84	7,244.84
3133EPW84	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029	01/29/2024 01/31/2024 2,000,000.00	1,988,048.20 0.00 0.00 1,988,306.53	15,715.28 0.00 22,173.61 6,458.33	258.32 0.00 258.32 6,716.66	6,716.66
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	10/31/2023 11/01/2023 1,000,000.00	999,322.36 0.00 0.00 999,364.27	8,472.22 0.00 12,638.89 4,166.67	41.92 0.00 41.92 4,208.58	4,208.58

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3133ERAK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029	04/10/2024	1,732,073.02	36,367.19	365.86	6,746.06
		04/15/2024	0.00	38,281.25	0.00	
		04/10/2029	0.00	4,466.15	365.86	
		1,750,000.00	1,732,438.88	6,380.21	6,746.06	
3135G03U5	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.625 04/22/2025	08/11/2020	1,300,140.80	3,588.54	0.00	333.16
		08/12/2020	0.00	4,062.50	(140.80)	
		0.00	(1,300,000.00)	0.00	(140.80)	
			0.00	473.96	333.16	
3135G04Z3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 06/17/2025	06/18/2020	1,399,952.13	2,022.22	18.65	601.98
		06/19/2020	0.00	0.00	0.00	
		06/17/2025	0.00	2,605.56	18.65	
		1,400,000.00	1,399,970.78	583.33	601.98	
3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	02/16/2021	999,427.86	375.00	117.56	430.06
		02/18/2021	0.00	0.00	0.00	
		0.00	0.00	687.50	117.56	
		1,000,000.00	999,545.43	312.50	430.06	
3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	11/18/2020	1,099,881.27	2,200.00	16.19	474.52
		11/19/2020	0.00	0.00	0.00	
		11/07/2025	0.00	2,658.33	16.19	
		1,100,000.00	1,099,897.46	458.33	474.52	
3137EAEU9	FEDERAL HOME LOAN MORTGAGE CORP 0.375 07/21/2025	08/11/2020	1,299,774.43	947.92	60.96	467.21
		08/12/2020	0.00	0.00	0.00	
		0.00	0.00	1,354.17	60.96	
		1,300,000.00	1,299,835.40	406.25	467.21	
3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025	10/19/2020	1,499,303.99	125.00	119.32	588.07
		10/20/2020	0.00	0.00	0.00	
		0.00	0.00	593.75	119.32	
		1,500,000.00	1,499,423.30	468.75	588.07	
3137FBBX3	FHMS K-068 A2 3.244 08/25/2027	01/29/2024	974,114.59	2,703.33	911.46	3,614.79
		01/31/2024	0.00	2,703.33	0.00	
		0.00	0.00	2,703.33	911.46	
		1,000,000.00	975,026.04	2,703.33	3,614.79	
3137FJZ93	FHMS K-084 A2 3.78 10/25/2028	12/09/2024	980,720.62	3,150.00	452.21	3,602.21
		12/12/2024	0.00	3,150.00	0.00	
		0.00	0.00	3,150.00	452.21	
		1,000,000.00	981,172.83	3,150.00	3,602.21	

INCOME EARNED



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3137FKZZ2	FHMS K-088 A2 3.69 01/25/2029	04/17/2025 04/23/2025 1,000,000.00	0.00	0.00	112.58	932.58
			981,015.63	(2,255.00)	0.00	
			0.00	3,075.00	112.58	
			981,128.21	820.00	932.58	
3137FLYV0	FHMS K-092 A2 3.298 04/25/2029	09/17/2024 09/20/2024 1,000,000.00	982,885.81	2,748.33	351.42	3,099.75
			0.00	2,748.33	0.00	
			0.00	2,748.33	351.42	
			983,237.23	2,748.33	3,099.75	
3137H9D71	FHMS K-750 A2 3.0 09/25/2029	10/30/2024 11/04/2024 1,000,000.00	944,216.75	2,500.00	1,036.86	3,536.86
			0.00	2,500.00	0.00	
			0.00	2,500.00	1,036.86	
			945,253.62	2,500.00	3,536.86	
3137HA4B9	FHMS K-751 A2 4.412 03/25/2030	03/26/2025 03/31/2025 1,500,000.00	1,498,711.66	5,515.00	21.53	5,536.53
			0.00	5,515.00	0.00	
			0.00	5,515.00	21.53	
			1,498,733.19	5,515.00	5,536.53	
437076DC3	HOME DEPOT INC 4.75 06/25/2029	06/24/2024 06/25/2024 1,250,000.00	1,247,396.52	15,833.33	50.52	4,998.44
			0.00	0.00	0.00	
			0.00	20,781.25	50.52	
			1,247,447.04	4,947.92	4,998.44	
4581X0DC9	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028	12/28/2023 12/29/2023 2,000,000.00	1,947,906.85	2,256.94	1,234.43	6,442.77
			0.00	0.00	0.00	
			0.00	7,465.28	1,234.43	
			1,949,141.29	5,208.33	6,442.77	
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	07/24/2023 07/26/2023 1,500,000.00	1,469,679.96	11,520.83	759.27	5,134.27
			0.00	0.00	0.00	
			0.00	15,895.83	759.27	
			1,470,439.23	4,375.00	5,134.27	
46647PBK1	JPMORGAN CHASE & CO 2.083 04/22/2026	05/05/2021 05/07/2021 0.00	750,395.93	6,899.94	0.00	515.38
			0.00	7,811.25	(395.93)	
			(750,000.00)	0.00	(395.93)	
			0.00	911.31	515.38	
46647PEB8	JPMORGAN CHASE & CO 5.012 01/23/2030	03/26/2025 03/27/2025 750,000.00	756,695.97	7,100.33	0.00	2,988.29
			0.00	0.00	(144.21)	
			0.00	10,232.83	(144.21)	
			756,551.76	3,132.50	2,988.29	

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
532457CK2	ELI LILLY AND CO 4.5 02/09/2029	02/12/2024	1,248,200.74	8,125.00	38.28	4,725.78
		02/14/2024	0.00	0.00	0.00	
		1,250,000.00	0.00	12,812.50	38.28	
			1,248,239.02	4,687.50	4,725.78	
57636QAW4	MASTERCARD INC 4.875 03/09/2028	03/16/2023	1,008,792.50	2,979.17	0.00	3,809.84
		03/20/2023	0.00	0.00	(252.66)	
		1,000,000.00	0.00	7,041.67	(252.66)	
			1,008,539.84	4,062.50	3,809.84	
58933YBH7	MERCK & CO INC 4.05 05/17/2028	05/09/2023	999,524.95	15,075.00	12.48	3,387.48
		05/17/2023	0.00	0.00	0.00	
		1,000,000.00	0.00	18,450.00	12.48	
			999,537.43	3,375.00	3,387.48	
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	10/31/2023	999,556.56	24,671.72	23.06	4,924.72
		11/02/2023	0.00	29,410.00	0.00	
		1,000,000.00	0.00	163.39	23.06	
			999,579.62	4,901.67	4,924.72	
63743HFX5	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030	02/07/2025	1,001,360.94	7,425.00	0.00	4,101.56
		02/10/2025	0.00	0.00	(23.44)	
		1,000,000.00	0.00	11,550.00	(23.44)	
			1,001,337.50	4,125.00	4,101.56	
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	06/29/2022	751,188.59	11,750.00	0.00	2,451.75
		07/01/2022	0.00	0.00	(48.25)	
		750,000.00	0.00	14,250.00	(48.25)	
			751,140.34	2,500.00	2,451.75	
69371RS31	PACCAR FINANCIAL CORP 4.6 01/10/2028	01/27/2023	503,747.02	5,175.00	0.00	1,805.81
		01/31/2023	0.00	0.00	(110.86)	
		500,000.00	0.00	7,091.67	(110.86)	
			503,636.17	1,916.67	1,805.81	
713448FL7	PEPSICO INC 3.6 02/18/2028	03/16/2023	982,317.10	4,300.00	503.79	3,503.79
		03/20/2023	0.00	0.00	0.00	
		1,000,000.00	0.00	7,300.00	503.79	
			982,820.89	3,000.00	3,503.79	
78015K7H1YANK	ROYAL BANK OF CANADA 1.15 06/10/2025	05/20/2021	750,288.07	2,659.38	0.00	595.29
		05/24/2021	0.00	0.00	(123.46)	
		750,000.00	0.00	3,378.13	(123.46)	
			750,164.61	718.75	595.29	

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857477CL5	STATE STREET CORP 4.993 03/18/2027	03/19/2024 03/21/2024 1,000,000.00	999,908.20 0.00 0.00 999,912.05	1,803.03 0.00 5,963.86 4,160.83	3.85 0.00 3.85 4,164.68	4,164.68
87612EBL9	TARGET CORP 2.25 04/15/2025	03/14/2022 03/16/2022 0.00	699,923.50 0.00 (700,000.00) 0.00	7,262.50 7,875.00 0.00 612.50	76.50 0.00 76.50 689.00	689.00
89114QCK2	TORONTO-DOMINION BANK 0.75 09/11/2025	05/26/2021 05/28/2021 1,000,000.00	999,284.34 0.00 0.00 999,416.06	416.67 0.00 1,041.67 625.00	131.72 0.00 131.72 756.72	756.72
89236TKK0	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025	11/08/2022 11/10/2022 1,000,000.00	1,000,195.33 0.00 0.00 1,000,169.05	21,150.00 0.00 25,650.00 4,500.00	0.00 (26.28) (26.28) 4,473.72	4,473.72
91159HHZ6	US BANCORP 1.45 05/12/2025	12/29/2021 12/31/2021 1,000,000.00	1,000,031.50 0.00 0.00 1,000,000.00	5,598.61 0.00 6,806.94 1,208.33	0.00 (31.50) (31.50) 1,176.84	1,176.84
9128282A7	UNITED STATES TREASURY 1.5 08/15/2026	10/04/2022 10/05/2022 1,600,000.00	1,549,278.19 0.00 0.00 1,552,315.43	2,983.43 0.00 4,972.38 1,988.95	3,037.23 0.00 3,037.23 5,026.18	5,026.18
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	12/28/2022 12/29/2022 1,150,000.00	1,101,917.51 0.00 0.00 1,103,423.23	9,792.47 0.00 11,936.81 2,144.34	1,505.71 0.00 1,505.71 3,650.05	3,650.05
9128284V9	UNITED STATES TREASURY 2.875 08/15/2028	03/12/2024 03/13/2024 1,750,000.00	1,679,122.83 0.00 0.00 1,680,848.74	6,254.32 0.00 10,423.86 4,169.54	1,725.91 0.00 1,725.91 5,895.45	5,895.45
9128286S4	UNITED STATES TREASURY 2.375 04/30/2026	08/29/2022 08/31/2022 1,300,000.00	1,287,035.30 0.00 0.00 1,288,022.46	12,964.09 15,437.50 83.90 2,557.31	987.16 0.00 987.16 3,544.47	3,544.47

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912828V98	UNITED STATES TREASURY 2.25 02/15/2027	10/04/2022 10/05/2022 1,700,000.00	1,650,602.12 0.00 0.00 1,652,765.53	4,754.83 0.00 7,924.72 3,169.89	2,163.41 0.00 2,163.41 5,333.30	5,333.30
912828Z78	UNITED STATES TREASURY 1.5 01/31/2027	06/09/2022 06/10/2022 1,500,000.00	1,459,538.53 0.00 0.00 1,461,350.24	3,729.28 0.00 5,593.92 1,864.64	1,811.71 0.00 1,811.71 3,676.35	3,676.35
912828ZT0	UNITED STATES TREASURY 0.25 05/31/2025	05/26/2021 05/27/2021 1,500,000.00	1,499,232.08 0.00 0.00 1,499,616.04	1,256.87 0.00 1,565.93 309.07	383.96 0.00 383.96 693.03	693.03
91282CAT8	UNITED STATES TREASURY 0.25 10/31/2025	02/16/2021 02/18/2021 1,000,000.00	998,559.95 0.00 0.00 998,762.77	1,049.72 1,250.00 6.79 207.07	202.82 0.00 202.82 409.89	409.89
91282CBC4	UNITED STATES TREASURY 0.375 12/31/2025	01/11/2021 01/12/2021 1,250,000.00	1,248,945.32 0.00 0.00 1,249,060.80	1,178.35 0.00 1,566.82 388.47	115.48 0.00 115.48 503.94	503.94
91282CBH3	UNITED STATES TREASURY 0.375 01/31/2026	03/29/2021 03/31/2021 1,250,000.00	1,245,153.80 0.00 0.00 1,245,630.48	776.93 0.00 1,165.40 388.47	476.68 0.00 476.68 865.14	865.14
91282CBT7	UNITED STATES TREASURY 0.75 03/31/2026	09/28/2021 09/30/2021 1,500,000.00	1,497,312.89 0.00 0.00 1,497,534.36	30.74 0.00 952.87 922.13	221.47 0.00 221.47 1,143.60	1,143.60
91282CCF6	UNITED STATES TREASURY 0.75 05/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,463,921.56 0.00 0.00 1,466,468.27	3,770.60 0.00 4,697.80 927.20	2,546.71 0.00 2,546.71 3,473.91	3,473.91
91282CCP4	UNITED STATES TREASURY 0.625 07/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,456,533.80 0.00 0.00 1,459,216.90	1,553.87 0.00 2,330.80 776.93	2,683.10 0.00 2,683.10 3,460.03	3,460.03

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91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	05/26/2022 05/31/2022 1,000,000.00	973,827.56 0.00 0.00 975,262.97	23.91 0.00 741.12 717.21	1,435.42 0.00 1,435.42 2,152.63	2,152.63
91282CDK4	UNITED STATES TREASURY 1.25 11/30/2026	05/26/2022 05/31/2022 1,000,000.00	976,885.64 0.00 0.00 978,026.16	4,189.56 0.00 5,219.78 1,030.22	1,140.51 0.00 1,140.51 2,170.73	2,170.73
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,458,273.81 0.00 0.00 1,460,232.78	4,713.40 0.00 6,267.27 1,553.87	1,958.98 0.00 1,958.98 3,512.84	3,512.84
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	06/09/2022 06/10/2022 1,500,000.00	1,490,681.92 0.00 0.00 1,491,050.22	17,320.44 20,625.00 112.09 3,416.65	368.30 0.00 368.30 3,784.95	3,784.95
91282CES6	UNITED STATES TREASURY 2.75 05/31/2029	07/23/2024 07/24/2024 1,000,000.00	946,721.82 0.00 0.00 947,772.67	9,217.03 0.00 11,483.52 2,266.48	1,050.85 0.00 1,050.85 3,317.34	3,317.34
91282CFE6	UNITED STATES TREASURY 3.125 08/15/2025	05/31/2023 06/01/2023 2,000,000.00	1,991,273.26 0.00 0.00 1,993,198.28	7,769.34 0.00 12,948.90 5,179.56	1,925.02 0.00 1,925.02 7,104.57	7,104.57
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	09/27/2022 09/28/2022 1,500,000.00	1,465,077.40 0.00 0.00 1,466,265.25	4,076.09 0.00 7,897.42 3,821.33	1,187.84 0.00 1,187.84 5,009.17	5,009.17
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	09/17/2024 09/18/2024 2,000,000.00	1,974,211.40 0.00 0.00 1,974,691.04	5,434.78 0.00 10,529.89 5,095.11	479.64 0.00 479.64 5,574.75	5,574.75
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	02/23/2023 02/28/2023 2,000,000.00	1,966,855.75 0.00 0.00 1,967,816.46	11,602.21 0.00 17,403.31 5,801.11	960.70 0.00 960.70 6,761.81	6,761.81

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	05/31/2023 06/01/2023 1,500,000.00	1,497,878.79 0.00 0.00 1,498,077.65	7,458.56 0.00 12,430.94 4,972.38	198.86 0.00 198.86 5,171.24	5,171.24
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	03/26/2025 03/27/2025 2,000,000.00	1,991,897.58 0.00 0.00 1,992,033.07	6,956.52 0.00 13,478.26 6,521.74	135.49 0.00 135.49 6,657.23	6,657.23
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	05/31/2023 06/01/2023 2,000,000.00	1,988,319.10 0.00 0.00 1,988,639.12	198.09 0.00 6,140.71 5,942.62	320.02 0.00 320.02 6,262.65	6,262.65
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	04/17/2025 04/22/2025 1,000,000.00	0.00 1,001,875.00 0.00 1,001,834.73	0.00 (14,505.49) 15,525.41 1,019.92	0.00 (40.27) (40.27) 979.65	979.65
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	10/30/2024 10/31/2024 1,500,000.00	1,494,858.20 0.00 0.00 1,494,988.26	15,082.87 0.00 20,055.25 4,972.38	130.06 0.00 130.06 5,102.44	5,102.44
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	09/03/2024 09/04/2024 2,000,000.00	2,024,152.88 0.00 0.00 2,023,694.86	13,259.67 0.00 19,889.50 6,629.83	0.00 (458.02) (458.02) 6,171.82	6,171.82
91282CLR0	UNITED STATES TREASURY 4.125 10/31/2029	12/30/2024 12/31/2024 1,500,000.00	1,484,384.06 0.00 0.00 1,484,663.91	25,980.66 30,937.50 168.14 5,124.98	279.86 0.00 279.86 5,404.83	5,404.83
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	12/30/2024 12/31/2024 1,500,000.00	1,499,610.28 0.00 0.00 1,499,617.02	16,496.89 0.00 21,935.43 5,438.54	6.74 0.00 6.74 5,445.27	5,445.27
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	02/07/2025 02/10/2025 1,250,000.00	1,245,394.08 0.00 0.00 1,245,472.32	8,805.25 0.00 13,207.87 4,402.62	78.24 0.00 78.24 4,480.87	4,480.87

INCOME EARNED



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91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	12/28/2022 12/30/2022 750,000.00	721,077.60 0.00 0.00 722,013.60	10,202.08 11,062.50 983.33 1,843.75	936.00 0.00 936.00 2,779.75	2,779.75
931142EX7	WALMART INC 3.95 09/09/2027	09/08/2022 09/12/2022 750,000.00	750,547.10 0.00 0.00 750,528.02	1,810.42 0.00 4,279.17 2,468.75	0.00 (19.08) (19.08) 2,449.67	2,449.67
			107,075,934.22 1,982,890.63 (2,750,000.00)	711,260.30 214,858.67 776,310.36	40,284.77 (3,291.59) 36,993.19	
Total Fixed Income		107,280,000.00	106,345,818.04	279,908.73	316,901.91	316,901.91
			107,393,371.42 3,956,360.49 (3,741,330.41)	711,260.30 223,089.86 776,310.36	40,284.77 (3,291.59) 36,993.19	
TOTAL PORTFOLIO		108,574,067.63	107,639,885.67	288,139.92	325,133.10	325,133.10

CASH FLOW REPORT



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
MAY 2025							
05/01/2025	Dividend	60934N104	0.00		2,722.17		2,722.17
05/01/2025	Coupon	06367WB85	0.00	BANK OF MONTREAL 1.85 05/01/2025		6,937.50	6,937.50
05/01/2025	Maturity	06367WB85	(750,000.00)	BANK OF MONTREAL 1.85 05/01/2025	750,000.00		750,000.00
05/05/2025	Coupon	00440EAV9	1,000,000.00	CHUBB INA HOLDINGS LLC 3.35 05/03/2026		16,750.00	16,750.00
05/07/2025	Coupon	3135G06G3	1,100,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025		2,750.00	2,750.00
05/12/2025	Coupon	665859AW4	750,000.00	NORTHERN TRUST CORP 4.0 05/10/2027		15,000.00	15,000.00
05/12/2025	Coupon	89236TKK0	1,000,000.00	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025		27,000.00	27,000.00
05/12/2025	Coupon	91159HHZ6	1,000,000.00	US BANCORP 1.45 05/12/2025		7,250.00	7,250.00
05/12/2025	Final Maturity	91159HHZ6	1,000,000.00	US BANCORP 1.45 05/12/2025	1,000,000.00		1,000,000.00
05/13/2025	Coupon	037833DK3	1,000,000.00	APPLE INC 3.0 11/13/2027		15,000.00	15,000.00
05/13/2025	Coupon	3133EPC45	2,500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028		57,812.50	57,812.50
05/15/2025	Coupon	9128283F5	1,150,000.00	UNITED STATES TREASURY 2.25 11/15/2027		12,937.50	12,937.50
05/19/2025	Coupon	58933YBH7	1,000,000.00	MERCK & CO INC 4.05 05/17/2028		20,250.00	20,250.00
05/27/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
05/27/2025	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
05/27/2025	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
05/27/2025	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
05/27/2025	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
05/27/2025	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
May 2025 Total					1,752,722.17	201,379.17	1,954,101.34
JUNE 2025							
06/02/2025	Coupon	912828ZT0	1,500,000.00	UNITED STATES TREASURY 0.25 05/31/2025		1,875.00	1,875.00
06/02/2025	Final Maturity	912828ZT0	1,500,000.00	UNITED STATES TREASURY 0.25 05/31/2025	1,500,000.00		1,500,000.00
06/02/2025	Coupon	91282CCF6	1,500,000.00	UNITED STATES TREASURY 0.75 05/31/2026		5,625.00	5,625.00
06/02/2025	Coupon	91282CDK4	1,000,000.00	UNITED STATES TREASURY 1.25 11/30/2026		6,250.00	6,250.00
06/02/2025	Coupon	91282CES6	1,000,000.00	UNITED STATES TREASURY 2.75 05/31/2029		13,750.00	13,750.00
06/09/2025	Coupon	3130B1BC0	1,200,000.00	FEDERAL HOME LOAN BANKS 4.625 06/08/2029		27,750.00	27,750.00
06/10/2025	Coupon	78015K7H1YANK	750,000.00	ROYAL BANK OF CANADA 1.15 06/10/2025		4,312.50	4,312.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/10/2025	Final Maturity	78015K7H1YANK	750,000.00	ROYAL BANK OF CANADA 1.15 06/10/2025	750,000.00		750,000.00
06/11/2025	Coupon	24422EXT1	750,000.00	JOHN DEERE CAPITAL CORP 4.85 06/11/2029		18,187.50	18,187.50
06/11/2025	Coupon	3130B1EF0	2,000,000.00	FEDERAL HOME LOAN BANKS 4.625 06/11/2027		46,250.00	46,250.00
06/12/2025	Coupon	3130ATUC9	895,000.00	FEDERAL HOME LOAN BANKS 4.5 12/12/2025		20,137.50	20,137.50
06/12/2025	Coupon	3130AWLZ1	1,000,000.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026		23,750.00	23,750.00
06/16/2025	Coupon	91282CHH7	1,000,000.00	UNITED STATES TREASURY 4.125 06/15/2026		20,625.00	20,625.00
06/17/2025	Coupon	3135G04Z3	1,400,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 06/17/2025		3,500.00	3,500.00
06/17/2025	Final Maturity	3135G04Z3	1,400,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 06/17/2025	1,400,000.00		1,400,000.00
06/25/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
06/25/2025	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
06/25/2025	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
06/25/2025	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
06/25/2025	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
06/25/2025	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
06/25/2025	Coupon	437076DC3	1,250,000.00	HOME DEPOT INC 4.75 06/25/2029		29,687.50	29,687.50
06/30/2025	Coupon	91282CBC4	1,250,000.00	UNITED STATES TREASURY 0.375 12/31/2025		2,343.75	2,343.75
06/30/2025	Coupon	91282CDQ1	1,500,000.00	UNITED STATES TREASURY 1.25 12/31/2026		9,375.00	9,375.00
06/30/2025	Coupon	91282CHK0	1,500,000.00	UNITED STATES TREASURY 4.0 06/30/2028		30,000.00	30,000.00
06/30/2025	Coupon	91282CMD0	1,500,000.00	UNITED STATES TREASURY 4.375 12/31/2029		32,812.50	32,812.50
June 2025 Total					3,650,000.00	315,922.92	3,965,922.92
JULY 2025							
07/10/2025	Coupon	69371RS31	500,000.00	PACCAR FINANCIAL CORP 4.6 01/10/2028		11,500.00	11,500.00
07/14/2025	Coupon	24422EXB0	535,000.00	JOHN DEERE CAPITAL CORP 4.95 07/14/2028		13,241.25	13,241.25
07/14/2025	Coupon	459058KT9	1,500,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		26,250.00	26,250.00
07/18/2025	Coupon	3133EPW84	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029		38,750.00	38,750.00
07/21/2025	Coupon	3137EAEU9	1,300,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.375 07/21/2025		2,437.50	2,437.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/21/2025	Final Maturity	3137EAEU9	1,300,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.375 07/21/2025	1,300,000.00		1,300,000.00
07/23/2025	Coupon	46647PEB8	750,000.00	JPMORGAN CHASE & CO 5.012 01/23/2030		18,795.00	18,795.00
07/25/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
07/25/2025	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
07/25/2025	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
07/25/2025	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
07/25/2025	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
07/25/2025	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
07/30/2025	Coupon	3133EPZY4	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026		25,000.00	25,000.00
07/31/2025	Coupon	912828Z78	1,500,000.00	UNITED STATES TREASURY 1.5 01/31/2027		11,250.00	11,250.00
07/31/2025	Coupon	91282CBH3	1,250,000.00	UNITED STATES TREASURY 0.375 01/31/2026		2,343.75	2,343.75
07/31/2025	Coupon	91282CCP4	1,500,000.00	UNITED STATES TREASURY 0.625 07/31/2026		4,687.50	4,687.50
07/31/2025	Coupon	91282CGH8	2,000,000.00	UNITED STATES TREASURY 3.5 01/31/2028		35,000.00	35,000.00
07/31/2025	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
07/31/2025	Coupon	91282CMG3	1,250,000.00	UNITED STATES TREASURY 4.25 01/31/2030		26,562.50	26,562.50
July 2025 Total					1,300,000.00	275,509.17	1,575,509.17
AUGUST 2025							
08/07/2025	Coupon	63743HFX5	1,000,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030		24,750.00	24,750.00
08/11/2025	Coupon	532457CK2	1,250,000.00	ELI LILLY AND CO 4.5 02/09/2029		28,125.00	28,125.00
08/15/2025	Coupon	9128282A7	1,600,000.00	UNITED STATES TREASURY 1.5 08/15/2026		12,000.00	12,000.00
08/15/2025	Coupon	9128284V9	1,750,000.00	UNITED STATES TREASURY 2.875 08/15/2028		25,156.25	25,156.25
08/15/2025	Coupon	912828V98	1,700,000.00	UNITED STATES TREASURY 2.25 02/15/2027		19,125.00	19,125.00
08/15/2025	Coupon	91282CFE6	2,000,000.00	UNITED STATES TREASURY 3.125 08/15/2025		31,250.00	31,250.00
08/15/2025	Final Maturity	91282CFE6	2,000,000.00	UNITED STATES TREASURY 3.125 08/15/2025	2,000,000.00		2,000,000.00
08/15/2025	Coupon	91282CGL9	1,500,000.00	UNITED STATES TREASURY 4.0 02/15/2026		30,000.00	30,000.00
08/18/2025	Coupon	06428CAA2	1,000,000.00	BANK OF AMERICA NA 5.526 08/18/2026		27,630.00	27,630.00
08/18/2025	Coupon	713448FL7	1,000,000.00	PEPSICO INC 3.6 02/18/2028		18,000.00	18,000.00
08/25/2025	Coupon	3135G05X7	1,000,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025		1,875.00	1,875.00

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08/25/2025	Final Maturity	3135G05X7	1,000,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	1,000,000.00		1,000,000.00
08/25/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
08/25/2025	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
08/25/2025	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
08/25/2025	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
08/25/2025	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
08/25/2025	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
08/26/2025	Coupon	17275RBR2	1,250,000.00	CISCO SYSTEMS INC 4.85 02/26/2029		30,312.50	30,312.50
08/26/2025	Coupon	3133EPLC7	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026		41,250.00	41,250.00
08/27/2025	Coupon	14913UAJ9	1,250,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029		30,312.50	30,312.50
August 2025 Total					3,000,000.00	339,477.92	3,339,477.92
SEPTEMBER 2025							
09/02/2025	Coupon	91282CFH9	1,500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		23,437.50	23,437.50
09/02/2025	Coupon	91282CFJ5	2,000,000.00	UNITED STATES TREASURY 3.125 08/31/2029		31,250.00	31,250.00
09/02/2025	Coupon	91282CGQ8	2,000,000.00	UNITED STATES TREASURY 4.0 02/28/2030		40,000.00	40,000.00
09/08/2025	Coupon	3130AWTR1	1,600,000.00	FEDERAL HOME LOAN BANKS 4.375 09/08/2028		35,000.00	35,000.00
09/09/2025	Coupon	57636QAW4	1,000,000.00	MASTERCARD INC 4.875 03/09/2028		24,375.00	24,375.00
09/09/2025	Coupon	931142EX7	750,000.00	WALMART INC 3.95 09/09/2027		14,812.50	14,812.50
09/11/2025	Coupon	89114QCK2	1,000,000.00	TORONTO-DOMINION BANK 0.75 09/11/2025		3,750.00	3,750.00
09/11/2025	Final Maturity	89114QCK2	1,000,000.00	TORONTO-DOMINION BANK 0.75 09/11/2025	1,000,000.00		1,000,000.00
09/15/2025	Coupon	084664CZ2	500,000.00	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027		5,750.00	5,750.00
09/15/2025	Coupon	09247XAN1	750,000.00	BLACKROCK FINANCE INC 3.2 03/15/2027		12,000.00	12,000.00
09/15/2025	Coupon	09290DAA9	750,000.00	BLACKROCK INC 4.7 03/14/2029		17,625.00	17,625.00
09/15/2025	Coupon	3130AUU36	1,000,000.00	FEDERAL HOME LOAN BANKS 4.125 03/13/2026		20,625.00	20,625.00
09/18/2025	Coupon	4581X0DC9	2,000,000.00	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028		31,250.00	31,250.00
09/18/2025	Coupon	857477CL5	1,000,000.00	STATE STREET CORP 4.993 03/18/2027		24,965.00	24,965.00

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09/23/2025	Coupon	3137EAEX3	1,500,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025		2,812.50	2,812.50
09/23/2025	Final Maturity	3137EAEX3	1,500,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025	1,500,000.00		1,500,000.00
09/25/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
09/25/2025	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
09/25/2025	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
09/25/2025	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
09/25/2025	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
09/25/2025	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
09/30/2025	Coupon	91282CBT7	1,500,000.00	UNITED STATES TREASURY 0.75 03/31/2026		5,625.00	5,625.00
09/30/2025	Coupon	91282CCZ2	1,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026		4,375.00	4,375.00
09/30/2025	Coupon	91282CGT2	2,000,000.00	UNITED STATES TREASURY 3.625 03/31/2028		36,250.00	36,250.00
September 2025 Total					2,500,000.00	353,594.17	2,853,594.17
OCTOBER 2025							
10/10/2025	Coupon	3133ERAK7	1,750,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029		38,281.25	38,281.25
10/14/2025	Coupon	023135CF1	500,000.00	AMAZON.COM INC 3.3 04/13/2027		8,250.00	8,250.00
10/15/2025	Coupon	91282CMW8	750,000.00	UNITED STATES TREASURY 3.75 04/15/2028		14,062.50	14,062.50
10/15/2025	Coupon	91324PDE9	750,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		11,062.50	11,062.50
10/27/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
10/27/2025	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
10/27/2025	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
10/27/2025	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
10/27/2025	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
10/27/2025	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
10/28/2025	Coupon	3133EPHH1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026		40,000.00	40,000.00
10/30/2025	Coupon	61690U7W4	1,000,000.00	MORGAN STANLEY BANK NA 5.882 10/30/2026		29,410.00	29,410.00
10/31/2025	Coupon	9128286S4	1,300,000.00	UNITED STATES TREASURY 2.375 04/30/2026		15,437.50	15,437.50
10/31/2025	Coupon	91282CAT8	1,000,000.00	UNITED STATES TREASURY 0.25 10/31/2025		1,250.00	1,250.00
10/31/2025	Final Maturity	91282CAT8	1,000,000.00	UNITED STATES TREASURY 0.25 10/31/2025	1,000,000.00		1,000,000.00

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10/31/2025	Coupon	91282CEN7	1,500,000.00	UNITED STATES TREASURY 2.75 04/30/2027		20,625.00	20,625.00
10/31/2025	Coupon	91282CLR0	1,500,000.00	UNITED STATES TREASURY 4.125 10/31/2029		30,937.50	30,937.50
October 2025 Total					1,000,000.00	229,007.92	1,229,007.92
NOVEMBER 2025							
11/03/2025	Coupon	00440EAV9	1,000,000.00	CHUBB INA HOLDINGS LLC 3.35 05/03/2026		16,750.00	16,750.00
11/03/2025	Coupon	194162AT0	1,000,000.00	COLGATE-PALMOLIVE CO 4.2 05/01/2030		20,883.33	20,883.33
11/07/2025	Coupon	3135G06G3	1,100,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025		2,750.00	2,750.00
11/07/2025	Final Maturity	3135G06G3	1,100,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	1,100,000.00		1,100,000.00
11/10/2025	Coupon	665859AW4	750,000.00	NORTHERN TRUST CORP 4.0 05/10/2027		15,000.00	15,000.00
11/10/2025	Coupon	89236TKK0	1,000,000.00	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025		27,000.00	27,000.00
11/10/2025	Final Maturity	89236TKK0	1,000,000.00	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025	1,000,000.00		1,000,000.00
11/13/2025	Coupon	037833DK3	1,000,000.00	APPLE INC 3.0 11/13/2027		15,000.00	15,000.00
11/13/2025	Coupon	3133EPC45	2,500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028		57,812.50	57,812.50
11/17/2025	Coupon	58933YBH7	1,000,000.00	MERCK & CO INC 4.05 05/17/2028		20,250.00	20,250.00
11/17/2025	Coupon	9128283F5	1,150,000.00	UNITED STATES TREASURY 2.25 11/15/2027		12,937.50	12,937.50
11/25/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
11/25/2025	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
11/25/2025	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
11/25/2025	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
11/25/2025	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
11/25/2025	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
November 2025 Total					2,100,000.00	208,075.00	2,308,075.00
DECEMBER 2025							
12/01/2025	Coupon	91282CCF6	1,500,000.00	UNITED STATES TREASURY 0.75 05/31/2026		5,625.00	5,625.00
12/01/2025	Coupon	91282CDK4	1,000,000.00	UNITED STATES TREASURY 1.25 11/30/2026		6,250.00	6,250.00
12/01/2025	Coupon	91282CES6	1,000,000.00	UNITED STATES TREASURY 2.75 05/31/2029		13,750.00	13,750.00
12/08/2025	Coupon	3130B1BC0	1,200,000.00	FEDERAL HOME LOAN BANKS 4.625 06/08/2029		27,750.00	27,750.00
12/11/2025	Coupon	24422EXT1	750,000.00	JOHN DEERE CAPITAL CORP 4.85 06/11/2029		18,187.50	18,187.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/11/2025	Coupon	3130B1EF0	2,000,000.00	FEDERAL HOME LOAN BANKS 4.625 06/11/2027		46,250.00	46,250.00
12/12/2025	Coupon	3130ATUC9	895,000.00	FEDERAL HOME LOAN BANKS 4.5 12/12/2025		20,137.50	20,137.50
12/12/2025	Final Maturity	3130ATUC9	895,000.00	FEDERAL HOME LOAN BANKS 4.5 12/12/2025	895,000.00		895,000.00
12/12/2025	Coupon	3130AWLZ1	1,000,000.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026		23,750.00	23,750.00
12/15/2025	Coupon	91282CHH7	1,000,000.00	UNITED STATES TREASURY 4.125 06/15/2026		20,625.00	20,625.00
12/25/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
12/25/2025	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
12/25/2025	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
12/25/2025	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
12/25/2025	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
12/25/2025	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
12/26/2025	Coupon	437076DC3	1,250,000.00	HOME DEPOT INC 4.75 06/25/2029		29,687.50	29,687.50
12/31/2025	Coupon	91282CBC4	1,250,000.00	UNITED STATES TREASURY 0.375 12/31/2025		2,343.75	2,343.75
12/31/2025	Final Maturity	91282CBC4	1,250,000.00	UNITED STATES TREASURY 0.375 12/31/2025	1,250,000.00		1,250,000.00
12/31/2025	Coupon	91282CDQ1	1,500,000.00	UNITED STATES TREASURY 1.25 12/31/2026		9,375.00	9,375.00
12/31/2025	Coupon	91282CHK0	1,500,000.00	UNITED STATES TREASURY 4.0 06/30/2028		30,000.00	30,000.00
12/31/2025	Coupon	91282CMD0	1,500,000.00	UNITED STATES TREASURY 4.375 12/31/2029		32,812.50	32,812.50
December 2025 Total					2,145,000.00	306,235.42	2,451,235.42
JANUARY 2026							
01/12/2026	Coupon	459058KT9	1,500,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		26,250.00	26,250.00
01/12/2026	Coupon	69371RS31	500,000.00	PACCAR FINANCIAL CORP 4.6 01/10/2028		11,500.00	11,500.00
01/14/2026	Coupon	24422EXB0	535,000.00	JOHN DEERE CAPITAL CORP 4.95 07/14/2028		13,241.25	13,241.25
01/20/2026	Coupon	3133EPW84	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029		38,750.00	38,750.00
01/23/2026	Coupon	46647PEB8	750,000.00	JPMORGAN CHASE & CO 5.012 01/23/2030		18,795.00	18,795.00
01/26/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
01/26/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
01/26/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
01/26/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33

CASH FLOW REPORT



City of Buena Park Core | Account #405 | As of April 30, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/26/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
01/26/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
01/30/2026	Coupon	3133EPZY4	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026		25,000.00	25,000.00
January 2026 Total						153,227.92	153,227.92
FEBRUARY 2026							
02/02/2026	Coupon	912828Z78	1,500,000.00	UNITED STATES TREASURY 1.5 01/31/2027		11,250.00	11,250.00
02/02/2026	Coupon	91282CBH3	1,250,000.00	UNITED STATES TREASURY 0.375 01/31/2026		2,343.75	2,343.75
02/02/2026	Final Maturity	91282CBH3	1,250,000.00	UNITED STATES TREASURY 0.375 01/31/2026	1,250,000.00		1,250,000.00
02/02/2026	Coupon	91282CCP4	1,500,000.00	UNITED STATES TREASURY 0.625 07/31/2026		4,687.50	4,687.50
02/02/2026	Coupon	91282CGH8	2,000,000.00	UNITED STATES TREASURY 3.5 01/31/2028		35,000.00	35,000.00
02/02/2026	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
02/02/2026	Coupon	91282CMG3	1,250,000.00	UNITED STATES TREASURY 4.25 01/31/2030		26,562.50	26,562.50
02/09/2026	Coupon	532457CK2	1,250,000.00	ELI LILLY AND CO 4.5 02/09/2029		28,125.00	28,125.00
02/09/2026	Coupon	63743HFX5	1,000,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030		24,750.00	24,750.00
02/17/2026	Coupon	9128282A7	1,600,000.00	UNITED STATES TREASURY 1.5 08/15/2026		12,000.00	12,000.00
02/17/2026	Coupon	9128284V9	1,750,000.00	UNITED STATES TREASURY 2.875 08/15/2028		25,156.25	25,156.25
02/17/2026	Coupon	912828V98	1,700,000.00	UNITED STATES TREASURY 2.25 02/15/2027		19,125.00	19,125.00
02/17/2026	Coupon	91282CGL9	1,500,000.00	UNITED STATES TREASURY 4.0 02/15/2026		30,000.00	30,000.00
02/17/2026	Final Maturity	91282CGL9	1,500,000.00	UNITED STATES TREASURY 4.0 02/15/2026	1,500,000.00		1,500,000.00
02/18/2026	Coupon	06428CAA2	1,000,000.00	BANK OF AMERICA NA 5.526 08/18/2026		27,630.00	27,630.00
02/18/2026	Coupon	713448FL7	1,000,000.00	PEPSICO INC 3.6 02/18/2028		18,000.00	18,000.00
02/25/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
02/25/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
02/25/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
02/25/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
02/25/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
02/25/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
02/26/2026	Coupon	17275RBR2	1,250,000.00	CISCO SYSTEMS INC 4.85 02/26/2029		30,312.50	30,312.50
02/26/2026	Coupon	3133EPLC7	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026		41,250.00	41,250.00

CASH FLOW REPORT



City of Buena Park Core | Account #405 | As of April 30, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/26/2026	Final Maturity	3133EPLC7	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026	2,000,000.00		2,000,000.00
02/27/2026	Coupon	14913UUAJ9	1,250,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029		30,312.50	30,312.50
February 2026 Total					4,750,000.00	426,196.67	5,176,196.67
MARCH 2026							
03/02/2026	Coupon	91282CFH9	1,500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		23,437.50	23,437.50
03/02/2026	Coupon	91282CFJ5	2,000,000.00	UNITED STATES TREASURY 3.125 08/31/2029		31,250.00	31,250.00
03/02/2026	Coupon	91282CGQ8	2,000,000.00	UNITED STATES TREASURY 4.0 02/28/2030		40,000.00	40,000.00
03/09/2026	Coupon	3130AWTR1	1,600,000.00	FEDERAL HOME LOAN BANKS 4.375 09/08/2028		35,000.00	35,000.00
03/09/2026	Coupon	57636QAW4	1,000,000.00	MASTERCARD INC 4.875 03/09/2028		24,375.00	24,375.00
03/09/2026	Coupon	931142EX7	750,000.00	WALMART INC 3.95 09/09/2027		14,812.50	14,812.50
03/13/2026	Coupon	3130AUU36	1,000,000.00	FEDERAL HOME LOAN BANKS 4.125 03/13/2026		20,625.00	20,625.00
03/13/2026	Final Maturity	3130AUU36	1,000,000.00	FEDERAL HOME LOAN BANKS 4.125 03/13/2026	1,000,000.00		1,000,000.00
03/16/2026	Coupon	084664CZ2	500,000.00	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027		5,750.00	5,750.00
03/16/2026	Coupon	09247XAN1	750,000.00	BLACKROCK FINANCE INC 3.2 03/15/2027		12,000.00	12,000.00
03/16/2026	Coupon	09290DAA9	750,000.00	BLACKROCK INC 4.7 03/14/2029		17,625.00	17,625.00
03/18/2026	Coupon	4581X0DC9	2,000,000.00	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028		31,250.00	31,250.00
03/18/2026	Coupon	857477CL5	1,000,000.00	STATE STREET CORP 4.993 03/18/2027		24,965.00	24,965.00
03/25/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
03/25/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
03/25/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
03/25/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
03/25/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
03/25/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
March 2026 Total					1,000,000.00	300,781.67	1,300,781.67
Grand Total			267,755,000.00		23,197,722.17	3,109,407.92	26,307,130.09

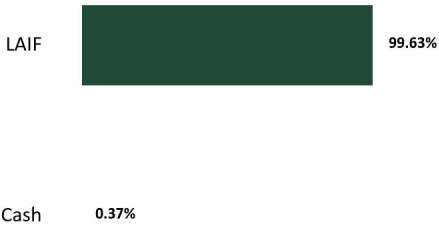
PORTFOLIO SUMMARY



City of Buena Park Liquid | Account #406 | As of April 30, 2025

Portfolio Characteristics	
Average Modified Duration	0.00
Average Coupon	4.25%
Average Purchase YTM	4.25%
Average Market YTM	4.25%
Average Credit Quality*	AAA
Average Final Maturity	0.00
Average Life	0.00

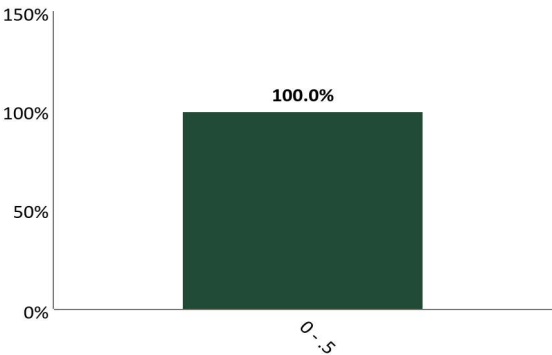
Sector Allocation



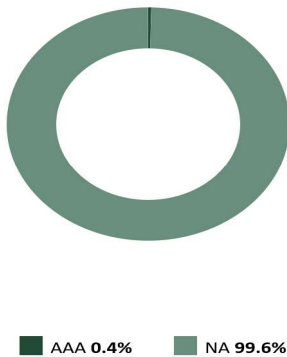
Account Summary		
	End Values as of 03/31/2025	End Values as of 04/30/2025
Market Value	27,850,305.42	24,945,375.57
Accrued Interest	0.00	0.00
Total Market Value	27,850,305.42	24,945,375.57
Income Earned	0.00	273,680.15
Cont/WD	2,000,000.00	(3,000,000.00)
Par	27,850,305.42	24,945,375.57
Book Value	27,850,305.42	24,945,375.57
Cost Value	27,850,305.42	24,945,375.57

Top Issuers	
LAIF	99.63%

Maturity Distribution



Credit Quality (S&P)



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (01/01/06)
City of Buena Park Liquid	0.36%	1.08%	1.46%	4.63%	4.28%	3.50%	2.30%	1.94%	1.87%
Benchmark Return	0.34%	1.00%	1.37%	4.88%	5.12%	4.34%	2.62%	1.90%	1.63%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 3-Month US Treasury Bill Index Secondary Benchmark:

RECONCILIATION SUMMARY



City of Buena Park Liquid | Account #406 | As of April 30, 2025

Maturities / Calls

Month to Date	0.00
Fiscal Year to Date	0.00

Principal Paydowns

Month to Date	0.00
Fiscal Year to Date	0.00

Purchases

Month to Date	273,680.15
Fiscal Year to Date	22,095,791.75

Sales

Month to Date	(3,000,000.00)
Fiscal Year to Date	(29,250,000.00)

Interest Received

Month to Date	273,680.15
Fiscal Year to Date	1,239,585.37

Purchased / Sold Interest

Month to Date	0.00
Fiscal Year to Date	0.00

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Book Value	27,850,305.42	32,330,170.84
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	273,680.15	22,095,791.75
Sales	(3,000,000.00)	(29,250,000.00)
Change in Cash, Payables, Receivables	(178,610.00)	(230,587.02)
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Book Value	24,945,375.57	24,945,375.57

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Market Value	27,850,305.42	32,330,170.84
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	273,680.15	22,095,791.75
Sales	(3,000,000.00)	(29,250,000.00)
Change in Cash, Payables, Receivables	(178,610.00)	(230,587.02)
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Market Value	24,945,375.57	24,945,375.57

HOLDINGS REPORT



City of Buena Park Liquid | Account #406 | As of April 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	91,609.78	-- 0.00%	91,609.78 91,609.78	1.00 0.00%	91,609.78 0.00	0.37% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		91,609.78	0.00%	91,609.78	1.00 0.00%	91,609.78 0.00	0.37% 0.00		0.00 0.00
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	24,853,765.79	-- 4.27%	24,853,765.79 24,853,765.79	1.00 4.27%	24,853,765.79 0.00	99.63% 0.00	NA/NA NA	0.00 0.00
Total LAIF		24,853,765.79	4.27%	24,853,765.79	1.00 4.27%	24,853,765.79 0.00	99.63% 0.00		0.00 0.00
Total Portfolio		24,945,375.57	4.25%	24,945,375.57	1.00 4.25%	24,945,375.57 0.00	100.00% 0.00		0.00 0.00
Total Market Value + Accrued						24,945,375.57			

TRANSACTION LEDGER



City of Buena Park Liquid | Account #406 | As of April 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/15/2025	90LAIF\$00	273,680.15	Local Agency Investment Fund State Pool	1.000	4.28%	(273,680.15)	0.00	(273,680.15)	0.00
Total Purchase			273,680.15				(273,680.15)	0.00	(273,680.15)	0.00
TOTAL ACQUISITIONS			273,680.15				(273,680.15)	0.00	(273,680.15)	0.00
DISPOSITIONS										
Sale	04/14/2025	90LAIF\$00	(3,000,000.00)	Local Agency Investment Fund State Pool	1.000	4.28%	3,000,000.00	0.00	3,000,000.00	0.00
Total Sale			(3,000,000.00)				3,000,000.00	0.00	3,000,000.00	0.00
TOTAL DISPOSITIONS			(3,000,000.00)				3,000,000.00	0.00	3,000,000.00	0.00
OTHER TRANSACTIONS										
Cash Transfer	04/14/2025	CCYUSD	(3,000,000.00)	Cash		0.00%	(3,000,000.00)	0.00	(3,000,000.00)	0.00
Total Cash Transfer			(3,000,000.00)				(3,000,000.00)	0.00	(3,000,000.00)	0.00
Dividend	04/15/2025	90LAIF\$00	0.00	Local Agency Investment Fund State Pool		4.28%	3,460.37	0.00	3,460.37	0.00
Total Dividend			0.00				3,460.37	0.00	3,460.37	0.00
TOTAL OTHER TRANSACTIONS			(3,000,000.00)				(2,996,539.63)	0.00	(2,996,539.63)	0.00

INCOME EARNED



City of Buena Park Liquid | Account #406 | As of April 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
			270,219.78	0.00	0.00	
CCYUSD	Receivable		0.00	0.00	0.00	0.00
		91,609.78	0.00	0.00	0.00	
			91,609.78	0.00	0.00	
			270,219.78	0.00	0.00	
			0.00	0.00	0.00	
			0.00	0.00	0.00	
Total Cash & Equivalents		91,609.78	91,609.78	0.00	0.00	0.00
LAIF						
			27,580,085.64	0.00	0.00	
90LAIF\$00	Local Agency Investment		273,680.15	273,680.15	0.00	273,680.15
	Fund State Pool		(3,000,000.00)	0.00	0.00	
		24,853,765.79	24,853,765.79	273,680.15	273,680.15	
			27,580,085.64	0.00	0.00	
			273,680.15	273,680.15	0.00	
			(3,000,000.00)	0.00	0.00	
Total LAIF		24,853,765.79	24,853,765.79	273,680.15	273,680.15	273,680.15
			27,850,305.42	0.00	0.00	
			273,680.15	273,680.15	0.00	
			(3,000,000.00)	0.00	0.00	
TOTAL PORTFOLIO		24,945,375.57	24,945,375.57	273,680.15	273,680.15	273,680.15

CASH FLOW REPORT



City of Buena Park Liquid | Account #406 | As of April 30, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
MAY 2025							
05/01/2025	Dividend		0.00		91,609.78		91,609.78
May 2025 Total					91,609.78		91,609.78
Grand Total			0.00		91,609.78		91,609.78

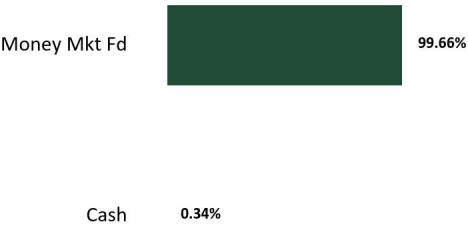
PORTFOLIO SUMMARY



City of Buena Park RDA Series B Bond | Account #10033 | As of April 30, 2025

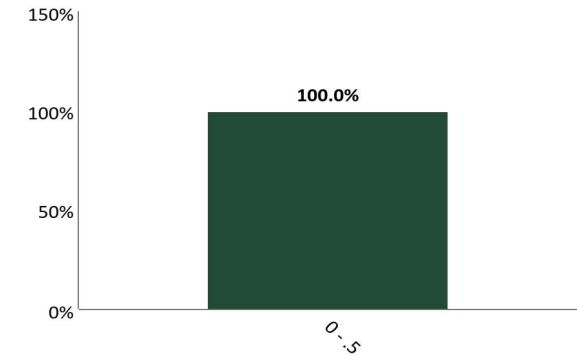
Portfolio Characteristics	
Average Modified Duration	0.00
Average Coupon	4.20%
Average Purchase YTM	4.22%
Average Market YTM	0.00%
Average Credit Quality*	AAA
Average Final Maturity	0.00
Average Life	0.00

Sector Allocation



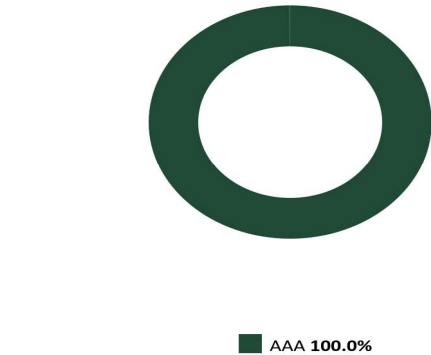
Account Summary		
	End Values as of 03/31/2025	End Values as of 04/30/2025
Market Value	1,348,729.94	1,353,390.81
Accrued Interest	0.00	0.00
Total Market Value	1,348,729.94	1,353,390.81
Income Earned	4,332.93	4,797.33
Cont/WD	0.00	0.00
Par	1,348,729.94	1,353,390.81
Book Value	1,348,729.94	1,353,390.81
Cost Value	1,348,729.94	1,353,390.81

Maturity Distribution



Top Issuers	
Federated Hermes, Inc.	99.66%

Credit Quality (S&P)



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (08/01/08)
Buena Park RDA Series B Bond	0.35%	1.03%	1.39%	4.80%	5.02%	4.21%	2.52%	1.77%	1.55%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: NO BENCHMARK REQUIRED

Secondary Benchmark:

STATEMENT OF COMPLIANCE



City of Buena Park RDA Series B Bond | Account #10033 | As of April 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
BANKERS' ACCEPTANCES				
Max % (MV)	100.0	0.0	Compliant	
Max Maturity (Days)	30.0	0.0	Compliant	
Min Rating (A-1 by 1)	0.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	100.0	0.0	Compliant	
Max Maturity (Days)	270.0	0.0	Compliant	
Min Rating (A-1+ by S&P & Moody's)	0.0	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	0.0	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	100.0	99.7	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	100.0	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	100.0	0.0	Compliant	
Max Maturity (Days)	30.0	0.0	Compliant	
Min Rating (A-1 by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	0.0	Compliant	

RECONCILIATION SUMMARY



City of Buena Park RDA Series B Bond | Account #10033 | As of April 30, 2025

Maturities / Calls

Month to Date	0.00
Fiscal Year to Date	0.00

Principal Paydowns

Month to Date	0.00
Fiscal Year to Date	0.00

Purchases

Month to Date	4,797.33
Fiscal Year to Date	51,591.69

Sales

Month to Date	0.00
Fiscal Year to Date	0.00

Interest Received

Month to Date	4,797.33
Fiscal Year to Date	51,591.69

Purchased / Sold Interest

Month to Date	0.00
Fiscal Year to Date	0.00

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Book Value	1,348,729.94	1,302,652.79
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	4,797.33	51,591.69
Sales	0.00	0.00
Change in Cash, Payables, Receivables	(136.46)	(853.67)
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Book Value	1,353,390.81	1,353,390.81

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Market Value	1,348,729.94	1,302,652.79
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	4,797.33	51,591.69
Sales	0.00	0.00
Change in Cash, Payables, Receivables	(136.46)	(853.67)
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Market Value	1,353,390.81	1,353,390.81

HOLDINGS REPORT



City of Buena Park RDA Series B Bond | Account #10033 | As of April 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	4,660.87	-- 0.00%	4,660.87 4,660.87	1.00 0.00%	4,660.87 0.00	0.34% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		4,660.87	0.00%	4,660.87	1.00 0.00%	4,660.87 0.00	0.34% 0.00		0.00 0.00
MONEY MARKET FUND									
60934N104	FEDERATED HRMS GV O INST	1,348,729.94	-- 4.23%	1,348,729.94 1,348,729.94	1.00 0.00%	1,348,729.94 0.00	99.66% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		1,348,729.94	4.23%	1,348,729.94 1,348,729.94	1.00 0.00%	1,348,729.94 0.00	99.66% 0.00		0.00 0.00
Total Portfolio		1,353,390.81	4.22%	1,353,390.81 1,353,390.81	1.00 0.00%	1,353,390.81 0.00	100.00% 0.00		0.00 0.00
Total Market Value + Accrued						1,353,390.81			

TRANSACTION LEDGER



City of Buena Park RDA Series B Bond | Account #10033 | As of April 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/02/2025	60934N104	4,797.33	FEDERATED HRMS GV O INST	1.000	4.21%	(4,797.33)	0.00	(4,797.33)	0.00
Total Purchase			4,797.33				(4,797.33)	0.00	(4,797.33)	0.00
TOTAL ACQUISITIONS			4,797.33				(4,797.33)	0.00	(4,797.33)	0.00
OTHER TRANSACTIONS										
Dividend	04/30/2025	60934N104	0.00	FEDERATED HRMS GV O INST		4.23%	4,660.87	0.00	4,660.87	0.00
Total Dividend			0.00				4,660.87	0.00	4,660.87	0.00
TOTAL OTHER TRANSACTIONS			0.00				4,660.87	0.00	4,660.87	0.00

INCOME EARNED



City of Buena Park RDA Series B Bond | Account #10033 | As of April 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
60934N104	FEDERATED HRMS GV O INST	1,348,729.94	1,343,932.61	0.00	0.00	4,797.33
			4,797.33	4,797.33	0.00	
			0.00	0.00	0.00	
			1,348,729.94	4,797.33	4,797.33	
CCYUSD	Receivable	4,660.87	4,797.33	0.00	0.00	0.00
			0.00	0.00	0.00	
			0.00	0.00	0.00	
			4,660.87	0.00	0.00	
			1,348,729.94	0.00	0.00	
			4,797.33	4,797.33	0.00	
			0.00	0.00	0.00	
Total Cash & Equivalents		1,353,390.81	1,353,390.81	4,797.33	4,797.33	4,797.33
			1,348,729.94	0.00	0.00	
			4,797.33	4,797.33	0.00	
			0.00	0.00	0.00	
TOTAL PORTFOLIO		1,353,390.81	1,353,390.81	4,797.33	4,797.33	4,797.33

CASH FLOW REPORT



City of Buena Park RDA Series B Bond | Account #10033 | As of April 30, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
MAY 2025							
05/01/2025	Dividend	60934N104	0.00		4,660.87		4,660.87
May 2025 Total					4,660.87		4,660.87
Grand Total			0.00		4,660.87		4,660.87



D. PROCLAMATION RECOGNIZING MAY 22, 2025, AS HARVEY MILK DAY

Meeting	Agenda Group
Tuesday, May 27, 2025, 5:00 PM	CONSENT CALENDAR Item: 4D.
Prepared By	Department Head Approval
Angelica Lopez, Administrative Assistant	Aaron France, City Manager

RECOMMENDED ACTION

Approve proclamation.

Attachments

[Harvey Milk Day 2025.pdf](#)

HARVEY MILK DAY

May 22, 2025

- WHEREAS, Harvey Milk was an important and political pioneer of the 21st century, becoming the first openly gay man to be elected to public office in California, prior to being assassinated on November 27, 1978; and,***
- WHEREAS, Harvey Milk proudly served his country in the United States Navy during the Korean War and adhered to the core values of honor and honesty when dealing with others, courage to do what is right even in the face of personal or professional adversity, and commitment to show respect toward people without regard to race, religion or gender; and,***
- WHEREAS, Harvey Milk was elected in 1977 to the San Francisco Board of Supervisors, and his achievements while in office gave hope to millions of people that a day would come when they could live their lives openly and honestly without fear of discrimination; and,***
- WHEREAS, Harvey Milk was a champion for the rights and equality of all people, including the elderly, small business owners, many ethnic communities as well as the lesbian, gay, bisexual, transgender and queer communities; and,***
- WHEREAS, Buena Park appreciates the value and dignity of each person, recognizes the importance of equality and freedom, and acknowledges the positive contributions made by members of the LGBTQ+ community to actively promote principles of equality, acceptance and love; and,***
- WHEREAS, in 2009 the California legislature established Harvey Milk Day to honor his life and accomplishments; and,***
- WHEREAS, As we honor Harvey Milk today, let us remember his words, “Hope will never be silent.” The Buena Park City Council encourages all residents to support members of the LGBTQ+ community – in the United States and around the world – who still face discrimination and violence, rooted in the same hatred that Harvey Milk died fighting.***

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK does hereby proclaim May 22, 2025, as “Harvey Milk Day.”

PASSED AND ADOPTED this 27th day of May 2025.

***Joyce Ahn
Mayor***

***Connor Traut
Vice Mayor***

***Carlos Franco
Council Member***

***Lamiya Hoque
Council Member***

***Susan Sonne
Council Member***



E. PROCLAMATION RECOGNIZING MAY 26, 2025, AS MEMORIAL DAY

Meeting	Agenda Group
Tuesday, May 27, 2025, 5:00 PM	CONSENT CALENDAR Item: 4E.
Prepared By	Department Head Approval
Angelica Lopez, Administrative Assistant	Aaron France, City Manager

RECOMMENDED ACTION

Approve proclamation.

Attachments

[Memorial Day 2025.pdf](#)

MEMORIAL DAY
MAY 26, 2025

WHEREAS, on May 5, 1868, Maj. Gen. John A. Logan declared that Decoration Day should be observed on May 26 as a time for the nation to decorate the graves of the war dead with flowers; and,

WHEREAS, in 1971, Memorial Day was declared a national holiday by an act of Congress; and,

WHEREAS, Memorial Day honors the memory of the men and women who did not return from battle and gave their lives to the cause of freedom; and,

WHEREAS, throughout our Nation, Memorial Day is observed by civic and veteran organizations with appropriate ceremonies.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK does join with our Nation and hereby proclaims May 26, 2025, as “MEMORIAL DAY”, and urges its citizens to coordinate efforts with all churches, synagogues, school districts and community organizations to make known that everyone has a moral and civic duty to honor the brave men and women who have died for our freedom.

PASSED AND ADOPTED this 26th day of May 2025.

Joyce Ahn
Mayor

Connor Traut
Vice Mayor

Carlos Franco
Council Member

Lamiya Hoque
Council Member

Susan Sonne
Council Member

F. FINAL PAYMENT TO AYALA ENGINEERING, INC. FOR THE 23-24/24-25 ANNUAL SEWER MANHOLE REHABILITATION PROJECT

Meeting	Agenda Group
Tuesday, May 27, 2025, 5:00 PM	CONSENT CALENDAR Item: 4F.
Prepared By	Department Head Approval
Jaden Miller, Associate Engineer	Mina Mikhael, Director of Public Works/City Engineer
Presented By	
Jaden Miller, Associate Engineer	

RECOMMENDED ACTION

1) Accept the project as complete and approve a final payment to Ayala Engineering, Inc. in the amount of \$133,990; and 2) Direct the Public Works Department to file a Notice of Completion.

PREVIOUS CITY COUNCIL ACTION

On September 10, 2024, the City Council approved a contract with Ayala Engineering, Inc. in the amount of \$756,150 for the 23-24/24-25 Annual Sewer Manhole Rehabilitation Project. The approved total construction project budget of \$831,150, included a construction contingency of \$75,000.

DISCUSSION

The 23-24/24-25 Annual Sewer Manhole Rehabilitation Project has been completed. This project consisted of removing and replacing sewer manhole covers, replacing the epoxy coating within manholes, and installing new epoxy coatings at 131 manholes at various locations within the City.

Contract Dates

Advertisement: July 29, 2024
 Contract Awarded: September 10, 2024
 Notice to Proceed: January 21, 2025
 Work Completed: May 9, 2025

The contractor has submitted a bill for work completed as of May 9, 2025. All items, quantities, and prices have been checked and found to be in accordance with the contract documents. The final payment is in the amount of \$133,990. The final contract cost for this project is \$768,110, which includes change orders and quantity changes. This amount is \$63,040 (or 7.6%) under the approved construction project budget of \$831,150. The total retention is in the amount of \$38,405, and will be released following the expiration of the 35-day lien period. An analysis of expenditures is listed in Appendix "A" – Capital Improvement Project Final Report.

It is hereby recommended that the City Council accept the project as complete.

BUDGET IMPACT

The final cost of the project is \$768,110. This project was included in the FY 2023-2025 Capital Improvement Program budget and funded by the Water and Wastewater Enterprise Funds (Account No 52-499920-9806/53-499920-9806).

Attachments

[Att 1 of 3 - Appendix A - Sewer Manhole Rehab.pdf](#)

[Att 2 of 3 - Finance Department Memorandum - Sewer Manhole Rehab.pdf](#)

[Att 3 of 3 - Invoice No. 377-04 - May 2025.pdf](#)



City of
BUENA PARK
DEPARTMENT OF PUBLIC WORKS

Appendix "A" - Capital Improvement Project Final Report

23-24/24-25 ANNUAL SEWER MANHOLE REHABILITATION PROJECT

CONTRACT

Original Construction Contract Amount	\$756,150.00
Council Approved Construction Contingency Funds	\$75,000.00
Approved Construction Contract Amount	\$831,150.00

CONTRACT ADJUSTMENTS

Contract Change Orders

CCO#1	Stabalize Manhole 07-1	\$2,760.00
CCO#2	Rehabilitate Manhole 07-1	\$9,200.00

Total Contract Adjustments	\$11,960.00
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CONTRACT EXPENDITURES

Previous Payments

Value of Work Done Previously	\$634,120.00
Retention Held Previously	<u>-\$31,706.00</u>
Less Previous Payments	\$602,414.00

Final Payment

Value of Work Done This Period	\$133,990.00
Retention Held This Period	<u>-\$6,699.50</u>

Total Amount Due This Payment	\$127,290.50
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PROJECT SUMMARY

Original Construction Contract Amount	\$756,150.00
Total Construction Contract Adjustment	<u>\$11,960.00</u>
Revised Construction Contract	\$768,110.00

Approved Construction Contract Amount	\$831,150.00
---------------------------------------	---------------------

Amount Under the Approved Construction Contract Amount	\$63,040.00
Percentage Under the Approved Construction Contract Amount	7.6%



MEMORANDUM
Department of Public Works

DATE: May 27, 2025

TO: Adrian Garcia, Finance Manager

FROM: Mina Mikhael, P.E., Director of Public Works / City Engineer

SUBJECT: 23-24/24-25 Annual Sewer Manhole Rehabilitation Project

Amount: \$133,990 Account No.: 53-499920-9806

Purchase Order: PO No. 250258

Contractor: Ayala Engineering, Inc.
8482 E. Meadowridge Street
Anaheim, CA 92808

Date Warrants are to be Mailed: June 5, 2025

RECOMMENDATION:

It is recommended that the Finance Officer issue a warrant for the final payment on this contract.

CERTIFICATION:

This is to certify that the subject project has been completed satisfactorily. The contractor has submitted the final bill for the completed work and is entitled to payment in the amount of \$133,990 less 5% retained (attached). Bid items, quantities and prices have been checked through this department and are found to be accurate in accordance with the contract documents. A copy of the final report is attached for your file. A "Notice of Completion" will be filed by the Public Works upon approval of the City Council, and following the expiration of the 35-day lien period; the 5% retention will be released to the contractor. Final Payment represents 100% completion to date.

C: Nader M. Alqam, P.E., Principal Engineer
Gloria Hernandez, Account Clerk

AYALA ENGINEERING INC.
8482 E. Meadowridge St.
Anaheim, CA 92808
714-823-7179
Ricardo@Ayalaengineering.com



INVOICE 377-04
April 2025 - Pay Estimate No. 04

BILL TO:
ATTN:
Nader M. Alqam | City of Buena Park
6650 Beach Blvd.
Buena Park, CA 90621

5/15/2025

CONTRACT NO. C-3567
PROJECT NO. 377
PROJECT: City of Buena Park - 2023-2024 / 2024-2025 SEWER MANHOLE REHABILITATION PROJECT

Bid Item #	MH #	Sheet #	Qty	Unit	Unit Price	Contract Amt	Previous Qty	Unit	Previous Amt	Qty This Estimate	Unit	Amt this Estimate	Quantity to Date	Total Amt Billed to Date
1	MH 04-123	SHEET 1	1	LS	\$ 7,445.00	\$ 7,445.00	1.00	LS	7,445.00		LS	\$ -	1	\$ 7,445.00
2	MH 06-16A	SHEET 2	1	LS	\$ 5,450.00	\$ 5,450.00	1.00	LS	5,450.00		LS	\$ -	1	\$ 5,450.00
3	MH 06-16	SHEET 2	1	LS	\$ 700.00	\$ 700.00	1.00	LS	700.00		LS	\$ -	1	\$ 700.00
4	MH 06-17A	SHEET 2	1	LS	\$ 5,250.00	\$ 5,250.00	1.00	LS	5,250.00		LS	\$ -	1	\$ 5,250.00
5	MH 06-17	SHEET 2	1	LS	\$ 4,750.00	\$ 4,750.00	1.00	LS	4,750.00		LS	\$ -	1	\$ 4,750.00
6	MH 06-17B	SHEET 2	1	LS	\$ 4,750.00	\$ 4,750.00	1.00	LS	4,750.00		LS	\$ -	1	\$ 4,750.00
7	MH 06-20	SHEET 2	1	LS	\$ 6,200.00	\$ 6,200.00	1.00	LS	6,200.00		LS	\$ -	1	\$ 6,200.00
8	MH 06-26	SHEET 2	1	LS	\$ 700.00	\$ 700.00	1.00	LS	700.00		LS	\$ -	1	\$ 700.00
9	MH 06-27 (36" F&C)	SHEET 2	1	LS	\$ 4,450.00	\$ 4,450.00	1.00	LS	4,450.00		LS	\$ -	1	\$ 4,450.00
10	MH 06-23	SHEET 2	1	LS	\$ 4,750.00	\$ 4,750.00	1.00	LS	4,750.00		LS	\$ -	1	\$ 4,750.00
11	MH 07-2	SHEET 2	1	LS	\$ 700.00	\$ 700.00	1.00	LS	700.00		LS	\$ -	1	\$ 700.00
12	MH 07-3	SHEET 2	1	LS	\$ 700.00	\$ 700.00	1.00	LS	700.00		LS	\$ -	1	\$ 700.00
13	MH 07-4	SHEET 2	1	LS	\$ 700.00	\$ 700.00	1.00	LS	700.00		LS	\$ -	1	\$ 700.00
14	MH 07-5	SHEET 2	1	LS	\$ 700.00	\$ 700.00	1.00	LS	700.00		LS	\$ -	1	\$ 700.00
15	MH 07-10	SHEET 2	1	LS	\$ 700.00	\$ 700.00	1.00	LS	700.00		LS	\$ -	1	\$ 700.00
16	MH 07-11	SHEET 2	1	LS	\$ 700.00	\$ 700.00	1.00	LS	700.00		LS	\$ -	1	\$ 700.00
17	MH 07-34	SHEET 2	1	LS	\$ 700.00	\$ 700.00	1.00	LS	700.00		LS	\$ -	1	\$ 700.00
18	MH 07-35	SHEET 2	1	LS	\$ 700.00	\$ 700.00	1.00	LS	700.00		LS	\$ -	1	\$ 700.00
19	MH 22-23	SHEET 3	1	LS	\$ 8,895.00	\$ 8,895.00	1.00	LS	8,895.00		LS	\$ -	1	\$ 8,895.00
20	MH 20-29	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
21	MH 20-30	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
22	MH 20-31	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
23	MH 20-32	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
24	MH 20-34	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
25	MH 20-36	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
26	MH 13-1	SHEET 4	1	LS	\$ 7,745.00	\$ 7,745.00	1.00	LS	7,745.00		LS	\$ -	1	\$ 7,745.00
27	MH 20-48	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
28	MH 20-45	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
29	MH 20-39	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
30	MH 13-7	SHEET 4	1	LS	\$ 8,395.00	\$ 8,395.00	1.00	LS	8,395.00		LS	\$ -	1	\$ 8,395.00
31	MH 20-49	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
32	MH 20-46	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
33	MH 20-40	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
34	MH 20-58	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
35	MH 20-57	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
36	MH 20-56	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
37	MH 20-53	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
38	MH 20-52	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
39	MH 20-51	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
40	MH 20-47	SHEET 4	1	LS	\$ 8,395.00	\$ 8,395.00	1.00	LS	8,395.00		LS	\$ -	1	\$ 8,395.00
41	MH 20-41	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
42	MH 20-61	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
43	MH 20-42	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
44	MH 20-63	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
45	MH 20-62	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
46	MH 20-43	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
47	MH 20-67	SHEET 4	1	LS	\$ 8,145.00	\$ 8,145.00	1.00	LS	8,145.00		LS	\$ -	1	\$ 8,145.00
48	MH 20-66	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
49	MH 20-65	SHEET 4	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
50	MH 20-44	SHEET 4	1	LS	\$ 4,850.00	\$ 4,850.00	1.00	LS	4,850.00		LS	\$ -	1	\$ 4,850.00
51	MH 19-36	SHEET 5	1	LS	\$ 4,850.00	\$ 4,850.00		LS	-	1.00	LS	\$ 4,850.00	1	\$ 4,850.00
52	MH 19-37	SHEET 5	1	LS	\$ 4,850.00	\$ 4,850.00		LS	-	1.00	LS	\$ 4,850.00	1	\$ 4,850.00
53	MH 19-38	SHEET 5	1	LS	\$ 11,450.00	\$ 11,450.00		LS	-	1.00	LS	\$ 11,450.00	1	\$ 11,450.00
54	MH 19-39	SHEET 5	1	LS	\$ 10,050.00	\$ 10,050.00		LS	-	1.00	LS	\$ 10,050.00	1	\$ 10,050.00
55	MH 19-40	SHEET 5	1	LS	\$ 10,050.00	\$ 10,050.00		LS	-	1.00	LS	\$ 10,050.00	1	\$ 10,050.00
56	MH 19-41	SHEET 5	1	LS	\$ 10,050.00	\$ 10,050.00		LS	-	1.00	LS	\$ 10,050.00	1	\$ 10,050.00
57	MH 19-42	SHEET 5	1	LS	\$ 10,050.00	\$ 10,050.00		LS	-	1.00	LS	\$ 10,050.00	1	\$ 10,050.00
58	MH 19-48	SHEET 5	1	LS	\$ 10,050.00	\$ 10,050.00		LS	-	1.00	LS	\$ 10,050.00	1	\$ 10,050.00

Bid Item #	MH #	Sheet #	Qty	Unit	Unit Price	Contract Amt	Previous Qty	Unit	Previous Amt	Qty This Estimate	Unit	Amt this Estimate	Quantity to Date	Total Amt Billed to Date
59	MH 19-43	SHEET 5	1	LS	\$ 10,945.00	\$ 10,945.00		LS	-	1.00	LS	\$ 10,945.00	1	\$ 10,945.00
60	MH 19-44	SHEET 5	1	LS	\$ 8,895.00	\$ 8,895.00		LS	-	1.00	LS	\$ 8,895.00	1	\$ 8,895.00
61	MH 19-45	SHEET 5	1	LS	\$ 8,895.00	\$ 8,895.00		LS	-	1.00	LS	\$ 8,895.00	1	\$ 8,895.00
62	MH 19-46	SHEET 5	1	LS	\$ 9,545.00	\$ 9,545.00		LS	-	1.00	LS	\$ 9,545.00	1	\$ 9,545.00
63	MH 27-30	SHEET 6	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
64	MH 27-31	SHEET 6	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
65	MH 27-37	SHEET 6	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
66	MH 27-32	SHEET 6	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
67	MH 27-33	SHEET 6	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
68	MH 27-34	SHEET 6	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
69	MH 18-10	SHEET 7	1	LS	\$ 12,350.00	\$ 12,350.00		LS	-	1.00	LS	\$ 12,350.00	1	\$ 12,350.00
70	MH 23-5	SHEET 8	1	LS	\$ 4,100.00	\$ 4,100.00	1.00	LS	4,100.00		LS	\$ -	1	\$ 4,100.00
71	MH 23-3	SHEET 8	1	LS	\$ 4,750.00	\$ 4,750.00	1.00	LS	4,750.00		LS	\$ -	1	\$ 4,750.00
72	MH 23-4	SHEET 8	1	LS	\$ 4,100.00	\$ 4,100.00	1.00	LS	4,100.00		LS	\$ -	1	\$ 4,100.00
73	MH 23-10	SHEET 8	1	LS	\$ 4,100.00	\$ 4,100.00	1.00	LS	4,100.00		LS	\$ -	1	\$ 4,100.00
74	MH 23-9	SHEET 8	1	LS	\$ 4,100.00	\$ 4,100.00	1.00	LS	4,100.00		LS	\$ -	1	\$ 4,100.00
75	MH 23-6	SHEET 8	1	LS	\$ 4,100.00	\$ 4,100.00	1.00	LS	4,100.00		LS	\$ -	1	\$ 4,100.00
76	MH 23-7	SHEET 8	1	LS	\$ 4,100.00	\$ 4,100.00	1.00	LS	4,100.00		LS	\$ -	1	\$ 4,100.00
77	MH 23-8	SHEET 8	1	LS	\$ 4,100.00	\$ 4,100.00	1.00	LS	4,100.00		LS	\$ -	1	\$ 4,100.00
78	MH 45-91	SHEET 9	1	LS	\$ 9,220.00	\$ 9,220.00	1.00	LS	9,220.00		LS	\$ -	1	\$ 9,220.00
79	MH 63-1	SHEET 11	1	LS	\$ 700.00	\$ 700.00	1.00	LS	700.00		LS	\$ -	1	\$ 700.00
80	MH 45-40	SHEET 9	1	LS	\$ 4,345.00	\$ 4,345.00	1.00	LS	4,345.00		LS	\$ -	1	\$ 4,345.00
81	MH 06-22	SHEET 2	1	LS	\$ 4,750.00	\$ 4,750.00	1.00	LS	4,750.00		LS	\$ -	1	\$ 4,750.00
82	MH 64-33	SHEET 11	1	LS	\$ 700.00	\$ 700.00	1.00	LS	700.00		LS	\$ -	1	\$ 700.00
83	MH 64-36	SHEET 11	1	LS	\$ 700.00	\$ 700.00	1.00	LS	700.00		LS	\$ -	1	\$ 700.00
84	MH 64-39	SHEET 11	1	LS	\$ 700.00	\$ 700.00	1.00	LS	700.00		LS	\$ -	1	\$ 700.00
85	MH 64-41	SHEET 11	1	LS	\$ 700.00	\$ 700.00	1.00	LS	700.00		LS	\$ -	1	\$ 700.00
86	MH 64-42	SHEET 11	1	LS	\$ 700.00	\$ 700.00	1.00	LS	700.00		LS	\$ -	1	\$ 700.00
87	MH 63-2	SHEET 11	1	LS	\$ 700.00	\$ 700.00	1.00	LS	700.00		LS	\$ -	1	\$ 700.00
88	MH 64-44	SHEET 11	1	LS	\$ 700.00	\$ 700.00	1.00	LS	700.00		LS	\$ -	1	\$ 700.00
89	MH 64-45	SHEET 11	1	LS	\$ 700.00	\$ 700.00	1.00	LS	700.00		LS	\$ -	1	\$ 700.00
90	MH 49-9	SHEET 10	1	LS	\$ 8,895.00	\$ 8,895.00	1.00	LS	8,895.00		LS	\$ -	1	\$ 8,895.00
91	MH 64-57	SHEET 10	1	LS	\$ 10,295.00	\$ 10,295.00	1.00	LS	10,295.00		LS	\$ -	1	\$ 10,295.00
92	MH 49-1	SHEET 10	1	LS	\$ 8,295.00	\$ 8,295.00	1.00	LS	8,295.00		LS	\$ -	1	\$ 8,295.00
93	MH 49-10	SHEET 10	1	LS	\$ 9,545.00	\$ 9,545.00	1.00	LS	9,545.00		LS	\$ -	1	\$ 9,545.00
94	MH 49-11	SHEET 10	1	LS	\$ 10,945.00	\$ 10,945.00	1.00	LS	10,945.00		LS	\$ -	1	\$ 10,945.00
95	MH 49-12	SHEET 10	1	LS	\$ 8,295.00	\$ 8,295.00	1.00	LS	8,295.00		LS	\$ -	1	\$ 8,295.00
96	MH 49-13	SHEET 10	1	LS	\$ 7,445.00	\$ 7,445.00	1.00	LS	7,445.00		LS	\$ -	1	\$ 7,445.00
97	MH 49-14	SHEET 10	1	LS	\$ 7,595.00	\$ 7,595.00	1.00	LS	7,595.00		LS	\$ -	1	\$ 7,595.00
98	MH 49-15	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
99	MH 49-16	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
100	MH 49-17	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
101	MH 49-18	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
102	MH 49-19	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
103	MH 49-2	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
104	MH 49-20	SHEET 10	1	LS	\$ 9,945.00	\$ 9,945.00	1.00	LS	9,945.00		LS	\$ -	1	\$ 9,945.00
105	MH 49-21	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
106	MH 49-22	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
107	MH 49-23	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
108	MH 49-24	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
109	MH 49-25	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
110	MH 49-26	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
111	MH 49-27	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
112	MH 49-28	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
113	MH 49-29	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
114	MH 49-30	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
115	MH 49-31	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
116	MH 49-32	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
117	MH 49-33	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
118	MH 49-34	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
119	MH 49-35	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
120	MH 49-36	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
121	MH 49-37	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
122	MH 49-38	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
123	MH 49-40	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
124	MH 49-41	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
125	MH 49-42	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
126	MH 49-47	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
127	MH 49-48	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
128	MH 49-6	SHEET 10	1	LS	\$ 7,895.00	\$ 7,895.00	1.00	LS	7,895.00		LS	\$ -	1	\$ 7,895.00
129	MH 49-7	SHEET 10	1	LS	\$ 8,495.00	\$ 8,495.00	1.00	LS	8,495.00		LS	\$ -	1	\$ 8,495.00
130	MH 49-8	SHEET 10	1	LS	\$ 8,495.00	\$ 8,495.00	1.00	LS	8,495.00		LS	\$ -	1	\$ 8,495.00
131	MH 64-43	SHEET 11	1	LS	\$ 700.00	\$ 700.00	1.00	LS	700.00		LS	\$ -	1	\$ 700.00
132	Project Signs	N/A	1	LS	\$ 4,750.00	\$ 4,750.00	1.00	LS	4,750.00		LS	\$ -	1	\$ 4,750.00
CO #1	T&M Work to Strip MH 07-1	N/A	1	LS	\$ 2,760.00	\$ 2,760.00		LS	-	1.00	LS	\$ 2,760.00	1	\$ 2,760.00
CO #2	MH 07-1	N/A	1	LS	\$ 9,200.00	\$ 9,200.00		LS	-	1.00	LS	\$ 9,200.00	1	\$ 9,200.00
TOTAL BID AMOUNT						\$ 768,110.00			634,120.00			\$ 133,990.00		\$ 768,110.00
TOTAL COMBINED BID AMOUNT:						\$ 768,110.00			634,120.00			\$ 133,990.00		\$ 768,110.00
Retention						5%			(31,706.00)			\$ (6,699.50)		\$ (38,405.50)
SUB-TOTAL:									602,414.00			\$ 127,290.50		\$ 729,704.50
LESS PREVIOUS AMOUNT INVOICED:												N/A		\$ (602,414.00)

TOTAL AMOUNT PAYABLE THIS INVOICE:											\$ 127,290.50		\$ 127,290.50
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SIGNATURES

Ricardo Ayala Digitally signed by Ricardo Ayala
DN: C=US,
E=Ricardo.Ayala@ayalaengineering.com, O=Ayala
Engineering Inc, CN=Ricardo Ayala
Date: 2025.05.15 11:21:49-07'00'

Digitally signed by Ricardo Ayala
DN: C=US,
E=Ricardo@ayalaengineering.com, O=Ayala
Engineering Inc, CN=Ricardo Ayala
Date: 2025.05.15 11:21:49-07'00'

Contractor

Date _____

Inspector

Date _____

Project Manager

Date _____

Assistant City Engineer

Date _____

CITY OF BUENA PARK

Department of Public Works

CONTRACT CHANGE ORDER NO. 1

Sheet 1 of 1

Date: February 19, 2025

Project Title: **2023-2024 & 2024-2025 Annual Sewer Manhole Rehabilitation**
Project #377

TO CONTRACTOR: Ayala Engineering, Inc.

You are hereby directed to make the herein described changes from the plans and specifications or to do the following described work not included in the plans and specifications on this contract.

This change order constitutes a full accord and satisfaction as to claims for all additional costs and extensions of the contract time relating to the portion of the work described under the term "Item". The execution of this change order is a waiver of any rights or claims by the contractor to any additional compensation for the "Item" work or extensions of the contract time for the work.

Change Order for time and material spent on stabilizing MH 07-1 on Artesia @ Western. Work included striping of existing coating in the interior of the manhole and remove debris inside drop lateral to restore flow.

Payment shall be adjusted based on quantities as verified in the field. All payments shall include all the necessary costs for labor, tools, equipment, materials and appurtenances, work by subcontractors and including all markups, as compensation in full for all work added/deleted as specified under this change order.

TOTAL COST: Decrease: _____ or Increase: \$2,760.00

By reason of this change order, the time of completion will be adjusted as follows: 1 days

I, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that I will provide all equipment, furnish all materials and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Contractor: Ayala Engineering, Inc.

By: James McPherson

Date: 2/20/2025

Title: Project Manager

Signature: _____

Prepared by:



Project Manager

Date: _____

Approved by:

Director of Public Works

Date: _____

Bill To

Customer NameNader Alqam - City of Buena Park

Customer Address Line 16650 Beach Blvd

Buena Park, CA 90621

Contactnalqam@buenapark.com

Totals

Material:\$600.00

Labor:\$2,160.00

Invoice Total:\$2,760.00

Project Information

Project Name2023-2024 - 2024-2025 Annual Sewer Manhole Rehabilitation

Contract No.C-3567

Project #377

Durations:1 PM - 5 PM

Strip existing coating in the interior of Manhole 07-1. Crews also remove debris inside drop lateral to restore flow. City of Buena Park set TC

Manhole #'s07-1

Equipment & Materials

Equipment Description	Quantity	Cost Per Item	Unit	OT	Cost	Total	Notes
Ram 5500 - Utility Truck	4	\$ 75.00	HR		\$ 112.50	\$ 300.00	
Dump Truck 2XL	4	\$ 75.00	HR		\$ 112.50	\$ 300.00	
MATERIALS	Quantity	Cost Per Item	Unit			Total	Notes
						\$ -	
						\$ -	
						\$ -	
						\$ -	
Subtotal						\$ 600.00	
Mark-up 15%							
TOTAL						\$ 600.00	

Labor

Labor Description	Quantity	Cost Per Item	Unit	OT	Cost	Total	Notes
Chris Mendez - Foremen	4	\$ 135.00	HR		\$ 202.50	\$ 540.00	
Izmael Garcia - Laborer	4	\$ 135.00	HR		\$ 202.50	\$ 540.00	
David Segura - Laborer	4	\$ 135.00	HR		\$ 202.50	\$ 540.00	
Jordan Perez - Laborer	4	\$ 135.00	HR		\$ 202.50	\$ 540.00	
Subtotal						\$ 2,160.00	
Mark-up 20%							
TOTAL						\$ 2,160.00	

CITY OF BUENA PARK

Department of Public Works

CONTRACT CHANGE ORDER NO. 2

Sheet 1 of 1

Date: February 19, 2025

Project Title: **2023-2024 & 2024-2025 Annual Sewer Manhole Rehabilitation**
Project #377

TO CONTRACTOR: Ayala Engineering, Inc.

You are hereby directed to make the herein described changes from the plans and specifications or to do the following described work not included in the plans and specifications on this contract.

This change order constitutes a full accord and satisfaction as to claims for all additional costs and extensions of the contract time relating to the portion of the work described under the term "Item". The execution of this change order is a waiver of any rights or claims by the contractor to any additional compensation for the "Item" work or extensions of the contract time for the work.

Change Order to add MH 07-1 on Artesia @ Western into project for rehabilitation. Work includes mobilization, surface prep of manhole with rapidset mortar mix, installation of City furnished 24" composite frame and cover, collar to be flush with surface using black dye concrete, application of 210 XHB Sauereisen Sewergard per specifications.

Payment shall be adjusted based on quantities as verified in the field. All payments shall include all the necessary costs for labor, tools, equipment, materials and appurtenances, work by subcontractors and including all markups, as compensation in full for all work added/deleted as specified under this change order.

TOTAL COST: Decrease: _____ or Increase: \$9,200.00

By reason of this change order, the time of completion will be adjusted as follows: 1 days

I, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that I will provide all equipment, furnish all materials and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Contractor: Ayala Engineering, Inc.

By: James McPherson

Date: 2/20/2025

Title: Project Manager

Signature: _____

Prepared by:



Project Manager

Date: _____

Approved by:

Director of Public Works

Date: _____

Ayala Engineering Inc.

LICENSE #959385

UNION CONTRACTOR

DIR#1000005012

8482 E. Meadowridge St

Anaheim CA. 92808

Date: February 13, 2025

City of Buena Park - 2023-2024 / 2024-2025 SEWER MANHOLE REHABILITATION PROJECT

Attn: Nader Alqam

Bid Item #	Description	Unit	Unit Price	QTY	Total
1	MH 07-1 – Remove and Replace F&C with Black Dye Concrete Finish, and Surface Prep and apply Sauereisen 210 XHB Coating. Depth = 14.1' D=48"	EA	\$9,200.00	1	\$9,200.00

TOTAL: \$9,200.00

Assumptions:

- City of Buena Park to provide Traffic Control
- City of Buena Park to provide frame and covers

Inclusions:

- Certified Payroll / Prevailing Wages / DIR Reporting & Compliance
- Mobilization of all Labor and Equipment
- All Crew Members Trained in Confined Space Entry, CPR, and First Aid. Foreman Trained in OSHA 30
- Surface prep with RapidSet Motar Mix
- Installation of City Provided – 24" Composite Frame and Cover
- Finish Grade – Black Dye Concrete
- Application of 210 XHB Sauereisen 210 XHB per Specifications

Exclusions:

- City or County Encroachment Permit/Railroad Permits/Caltrans Permits/Railroad Training
- Traffic Control Plans / Project Signs / Any engineered plans, calcs, or stamps.
- Public notifications/coordination with businesses and community
- Railroad/Metrolink/Caltrans Training, flagmen, insurance, training
- Landscape modifications/site restoration
- Any high line bypass, flow through bypassing, or any flow diversions if required to reach lower limits.
- Locating, protecting, or raising any manholes
- Any sewer mainline repairs
- Removal of Drop Connection.
- Installation of new manholes, manhole steps, pull rings, stops log, diversion gates, anchors.
- Cost of Payment or Performance Bonds

Sincerely,

James McPherson

James@ayalaengineering.com

G. PROFESSIONAL SERVICES AGREEMENT WITH TRANSTECH ENGINEERS, INC. FOR ENGINEERING ENTITLEMENT PRIVATE DEVELOPMENT PLAN REVIEW SERVICES

Meeting	Agenda Group
Tuesday, May 27, 2025, 5:00 PM	CONSENT CALENDAR Item: 4G.
Prepared By	Department Head Approval
Hector Guzman, Assistant Engineer	Mina Mikhael, Director of Public Works/City Engineer
Presented By	
Hector Guzman, Assistant Engineer	

RECOMMENDED ACTION

1) Approve a Professional Services Agreement with Transtech Engineers, Inc. to provide engineering entitlement private development plan review services without a guaranteed minimum and total compensation not-to-exceed value of work orders issued by the City; 2) Authorize the City Manager and City Clerk to make any necessary, non-monetary changes to the agreement; and, 3) Authorize the City Manager and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City of Buena Park is seeking to retain a qualified consultant to continue supporting the Public Works Engineering Division with professional plan review services for private development projects. These services have been provided by consultants in the past, however the city is looking to consolidate the service to one consultant for uniformity and consistency in the review process. The City is also looking at opportunities to further enhance electronic submissions and reviews to reduce the use of hard copy plans and reports.

The consultant's responsibility is to ensure timely and comprehensive review of various entitlement plans, including grading, street improvements, maps, easements, storm water management, and other various types of reviews required during the entitlement process. With the City's increasing development activity, use of an experienced consultant will help in maintaining service levels, minimizing project delays, and reducing costs associated with excessive plan review cycles in support of the City's efficiency goals. The selected firm will also be expected to utilize or support electronic plan check software as part of the review process.

On January 30, 2025, staff issued a Request for Qualifications (RFQ) soliciting proposals from qualified firms to provide professional review services in support of the private development division within Public Works. On March 3, 2025, the City received five (5) proposals and upon thorough review and evaluation of the submitted proposals staff determined that Transtech Engineers, Inc. represents the most qualified and responsive proposal and meets the City's current and anticipated service needs. Transtech Engineers, Inc. possesses a well-established understanding of the City's internal processes, having served in a consulting capacity to the Engineering Division since January 3, 2024. Their proven track record and familiarity with City standards position them to seamlessly continue and expand their role in providing plan review services.

Staff recommends that the City Council authorize the execution of a Professional Services Agreement with Transtech Engineers, Inc. for a term of two (2) years, with total compensation not-to-exceed the value of work orders issued by the City based on the current fee schedule. The agreement shall not establish a minimum compensation threshold, thereby preserving budgetary flexibility based on actual demand for services. To ensure continuity of service and accommodate future workload needs, staff further recommends that the City Council delegate authority to the City Manager, or his/her designee, to approve up to two (2) additional one-year extensions of the agreement, not to exceed a total contract term of five (5) years.

The agreement was reviewed by the City Attorney.

BUDGET IMPACT

The approval of the proposed agreement does not directly appropriate or expend funds. Services will be requested as needed for private development projects. Costs associated with the review services will be funded through the existing private development balance sheet account (11-2280), with the associated fees collected from private development applicants.

Attachments

[Att 1 of 2 - PSA Transtech Engineers Inc.pdf](#)

[Att 2 of 2 - RFQ - Development Plan Review Services.pdf](#)

**CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT
PSA 25-12**

DATE: 05/28/25

PROJECT: Professional Services for Engineering Entitlement Private
Development Plan Review

PARTIES TO THE AGREEMENT:

“CITY”: City of Buena Park, a California Municipal Corporation

City Representative:	Name:	Mina Mikhael, P.E.
	Title:	Director of Public Works/City Engineer
	Tel.:	(714)562-3672
	Email:	mmikhael@buenapark.com

“CONSULTANT”: Transtech Engineers, Inc., a business entity,

Consultant Representative:	Name:	Ahmad Ansari, P.E.
	Title:	Contract Principal
	Tel.:	(949) 702-5612
	Email:	Ahmad.ansari@transtech.org

SUMMARY OF TERMS:

Start Date: May 28, 2025

End Date: May 28, 2028

Contract Value: No Guaranteed Minimum; Total Compensation Not
To Exceed Value of Work Orders Issued by City

Services a “Public Work”: NO ☒ YES ☐ (add “PW Exhibit”)

Community Workforce Agreement: NO ☒ YES ☐ (add “CWA Exhibit”)

Insurance Approved By Risk Management: NO ☐ YES ☒

APPROVED BY:
(select one)

☐ Department Head
Contract Value ≤ \$10,000

☐ City Manager
Contract Value ≤ \$80,000

☒ City Council
*Contract Value > \$80,000
 (“Levine Act Exhibit” Required)*

**AGREEMENT MUST BE FIRST EXECUTED BY CONSULTANT BEFORE IT MAY BE
EXECUTED ON BEHALF OF THE CITY.**

CITY OF BUENA PARK PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("*Agreement*") is dated as of May 28, 2025, between the City of Buena Park, a California charter city ("*CITY*"), and Transtech Engineers, Inc., ("*CONSULTANT*"). CITY and CONSULTANT are at times referred to herein jointly as "Parties" and individually as a "Party."

1. TERM. The term of this Agreement shall commence on May 28, 2025 and shall remain in full force and effect until May 28, 2028, unless earlier terminated pursuant to Section 16.2 or extended pursuant to this section ("*Term*"). CITY, by and through the City Manager, and CONSULTANT, by and through the Consultant Representative, may extend the Term of this Agreement for two additional renewal periods of one year each, for a total Term not to exceed five (5) years.

2. SERVICES. Subject to the terms and conditions in this Agreement, CONSULTANT shall provide to CITY those services that are specifically described in Exhibit "A" (the "*Services*"). CITY may request changes or expansion of the Services (each a "*Modification*") and in such cases the Modification to the Services, and any resulting increase or decrease in the Compensation to be paid CONSULTANT and/or any changes to the Schedule of Performance (defined below), shall be documented in a written amendment to this Agreement. Increases or decreases in Compensation resulting from any Modification to the Services shall be based on the rate specified in the Compensation Schedule (defined below), or if not specified in the Compensation Schedule at then-applicable prevailing market rate charged by CONSULTANT to other customers for the same service.

3. SCHEDULE OF PERFORMANCE. CONSULTANT shall commence providing the Services upon receipt of a written "Notice to Proceed" from the City Representative and CONSULTANT shall proceed only to the extent of such authorization. CONSULTANT shall perform all Services in the time required by the schedule of performance described in Exhibit "A" ("*Schedule of Performance*") or otherwise specified in a Notice to Proceed. CITY is aware that many factors outside CONSULTANT'S control may affect CONSULTANT'S ability to complete the Services to be provided under this Agreement, and agrees that CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond CONSULTANT'S control. CONSULTANT will perform its services with reasonable diligence and expediency consistent with sound professional practices.

4. COMPENSATION. CONSULTANT shall perform the Services described in each Notice to Proceed, and CITY shall pay CONSULTANT in consideration for Services performed on a time and materials basis at the rates set forth in Exhibit "A" to this Agreement ("*Compensation Schedule*"). The total compensation paid to CONSULTANT under this Agreement shall NOT EXCEED the total value of the Notices to Proceed issued by the CITY hereunder ("*Compensation*"), and the total Compensation shall be based on actual services rendered and authorized reimbursable expenses incurred, without a guaranteed minimum or specified maximum amount. The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services.

5. PAYMENT.

5.1 Invoices. Each calendar month after CITY's issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. (*Ex: invoices for*

Services rendered in January should be submitted in February). The invoices shall describe in detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated, or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to CONSULTANT.

6. STANDARD OF CARE. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California providing similar services under similar circumstances, and shall at all times, meet or exceed any applicable professional standards of care. All materials of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

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

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's

performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS. All Services performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall not cause hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT. Notwithstanding the foregoing, CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with any contractors' work on a project.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, reasonable attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages to the extent arising out of or related to CONSULTANT's negligent provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability to the extent they arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY. CONSULTANT'S defense obligation under this Section 10.2 shall not be upfront, but CONSULTANT shall reimburse the City Indemnitees' reasonable defense fees and costs to the extent they arise out of CONSULTANT'S negligence, recklessness, or willful misconduct, or as the parties otherwise agree in settlement.

10.3 Indemnification for Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties,

liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole or active negligence or willful misconduct of CITY or other third parties for whom CONSULTANT is not legally liable, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

1. Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury"

with coverage for premises and operations, products and completed operations, and contractual liability.

2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned (if any), hired, and non-owned automobiles or other licensed vehicles (Symbol 1-Any Auto) or Symbols 8 & 9 if CONSULTANT does not own autos.

3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

4. Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be \$4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

4. Professional liability: \$2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

1. Except with respect to Employer's Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively "*Additional Insureds*"). Additional Insured endorsements shall not: (a) be limited to "Ongoing Operations"; (b) exclude "Contractual Operations"; (c) restrict coverage to the "Sole" liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

2. For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage offering Additional Insured coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

3. All insurance coverage shall contain a provision that prohibits cancellation, without thirty (30) calendar days' prior written notice from insurer to CITY (or ten (10) days if cancellation is due to nonpayment of premiums). The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

4. Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfaction of CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

1. All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

2. Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

3. All insurance coverage shall cover CONSULTANT's operations pursuant to the terms of this Agreement.

4. Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

5. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

6. CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to CONSULTANT by CITY.

12.2 Ownership.

1. All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain

the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. In the event CITY modifies or uses the Work Product for any project other than the Project for which they were created, it does so at its sole risk. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

2. CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

3. CONSULTANT represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose (subject to the condition set forth above in paragraph 12.2.1. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by CITY or the City Representative. CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, CONSULTANT shall provide access to such books and records to the City Representative, or his or her designees, and shall give the City Representative, or his or her designees, the right to examine and audit

such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY's prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

1. CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

2. CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. Conflicts of Interest. CONSULTANT shall comply with all applicable federal, state and local conflict of interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance

of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT's and CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

19. MISCELLANEOUS TERMS.

19.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

19.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

19.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

19.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

19.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

19.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

19.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

19.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

19.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

19.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

19.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

19.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

CITY OF BUENA PARK
a California municipal corporation

CONSULTANT*
Transtech Engineers, Inc

Name of Business

Signature

Name: Aaron France

Title: City Manager

Signature

Name: Ahmad R. Ansari, P.E.

Title: Principal

***If CONSULTANT is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.**

Signature

Name: _____

Title: _____

ATTEST:

BY: _____
Adria M. Jimenez, City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

1) **SERVICES.** CONSULTANT shall provide to CITY the following Services

Plan review services for developments as directed by the City of Buena Park. Providing comments, communication with the City and private developers, meeting as necessary to clarify comments. Furnish and configure web portal service with functionality for City and client use as directed by the City. Perform additional services as described in the CONSULTANT's Proposal for ENGINEERING ENTITLEMENT PRIVATE DEVELOPMENT PLAN REVIEW SERVICES (the "PROPOSAL"), attached as "Exhibit D".

2) **SCHEDULE OF PERFORMANCE.** CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

Consultant shall perform services as shown below:

First Plan Check – 10 to 15 business days

Second Plan Check – 5 to 10 business days

Third Plan Check – 5 to 10 business days

For larger and more complex projects such as residential developments greater than 150 homes, one additional work-week for the 1st and 2nd plan check shall be provided, if necessary, to complete a thorough plan check.

The schedule is contained on page 1 of the CONSULTANT's PROPOSAL, attached as "Exhibit D".

2) **COMPENSATION SCHEDULE.** CONSULTANT shall be paid for performing the Services at the following rates and times:

Consultant shall be paid by labor hours as described in the CONSULTANT's Fee Schedule, attached as "Exhibit E". No additional compensation will be authorized unless agreed to by both parties as detailed within this professional services agreement.

EXHIBIT C

REQUIRED FOR ALL CONTRACTS AWARDED BY THE CITY COUNCIL (OTHER THAN COMPETITIVELY BID, LABOR, OR PERSONAL EMPLOYMENT CONTRACTS)

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than \$250 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than \$250 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

YES ___ NO ___

If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than \$250 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

YES ___ NO ___

If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

DATE

SIGNATURE OF AUTHORIZED OFFICIAL

NAME OF COMPANY

NAME, TITLE

EXHIBIT D

ATTACH CONSULTANT'S SERVICES PROPOSAL DATED MARCH 3, 2025,
BEHIND THIS PAGE

Submitted To
City of BUENA PARK

Public Works Department
6650 Beach Boulevard
Buena Park, CA 90621

**Attn.: Deepthi Arabolu, P.E.,
Assistant City Engineer**

per RFP requirement, 3 bound copies and
1 unbound copy, and 1 pdf file on USB
is submitted



Statement of Qualifications

ENGINEERING ENTITLEMENT PRIVATE DEVELOPMENT PLAN REVIEW SERVICES



Submitted By
TRANSTECH Engineers, Inc.

Contact Person for this Proposal:
Ahmad Ansari, PE, Contract Principal
E: ahmad.ansari@transtech.org
C: 949-702-5612



March 3, 2025

City of BUENA PARK
Public Works Department
6650 Beach Boulevard; Buena Park, CA 90621
Attn.: Deepthi Arabolu, P.E., Assistant City Engineer

Statement of Qualifications, ENGINEERING ENTITLEMENT PRIVATE DEVELOPMENT PLAN REVIEW SERVICES

Dear Ms. Arabolu:

Transtech is pleased to submit this SOQ for the subject services.

Company Profile: Established in 1989, Transtech (a California Corporation) is a **multi-disciplinary engineering consulting firm**. Transtech has been **in business for 35 years** and provides **municipal services to approximately 90 public agencies**, including **Plan Review Services to several agencies**.

Electronic Plan Check: Transtech has integrated many technological assets into its services to provide the most efficient and cost-effective service possible. **We provide fully automated electronic plan submittal, plan checking, and tracking.** We provide this on our company portal, as well as offer same portal access to our client cities on their web sites. **We maintain and manage electronic plan submittal portals for over 25 cities. We offer electronic plan check submittal portal to our client cities at no additional cost.** Please [click here](#) for a sample of our electronic plan check. Please [click here](#) for a sample of our electronic plan check portal at one of our contract Cities. We offer virtual meetings with plan checkers. Please [click here](#) to explore the virtual plan check counter appointment calendar for one of our contract Cities,

Transtech's Plan Check and Inspection Capacity in numbers: In 2023, we **processed and reviewed approximately 11,000 projects with 76,000 documents and performed approximately 52,000 inspections.**

Transtech's "Customer Care" approach in delivering Services in an efficient, cost-effective, and timely manner:

- Transtech is well known in providing **Cost Effective Services on time** with a **customer friendly and responsive** approach. Our services are founded on the principles of **Total Quality Management for Total Customer Care**.
- Our policy is to assist the architect, engineer, designer, applicant, etc. as much as possible, which helps **eliminate complicated details, reduce construction costs, and/or provide details which are easy to verify in the field**. This policy reduces the number of plan review rechecks required, **allows the applicant to obtain a permit much sooner**, and reduces the overall time our staff is required to spend on that particular plan.
- All telephone calls or e-mails received are returned within the same working day, or the following day. We take pride in our **"Same Day Response"** motto. **Responsiveness is an integral part** of Transtech's "customer friendly" service approach.

Quick Turn Around Time and Expedited Services / Off-Business Hours/Weekend Services: Transtech will provide plan checks on a quick turn-around schedule. Transtech also provides expedited service when requested. If the City receives a request from applicants for expedited plan check services,

Readily Available Staff: Transtech has a **large pool of well experienced staff and resources readily available** to provide requested services, and **respond to requests in a timely, efficient, and cost-effective manner**. Our staff and resources include **approximately 250 staff**, including building officials, plan checkers, inspectors, permit technicians, engineers, project managers, designers, plan checkers, inspectors, construction managers, traffic and transportation analysts, technicians, support personnel.

Transtech shares the City's commitment and strive on delivering a top-quality customer experience to the communities we serve through innovation and responsiveness, with integrity, flexibility, and professionalism. **We strive to push the envelope beyond bureaucracy, thinking outside the box and providing excellent customer service.**

Thank you for the opportunity to submit this proposal. Should you have any questions, or require additional information, please contact us.

Sincerely,

Ahmad Ansari, PE, Contract Principal

E: ahmad.ansari@transtech.org; C: 949-702-5612

Our SOQ is submitted in compliance with RFP Section titled "SUBMITTAL FORMAT & EVALUATION CRITERIA" and "SUBMITTAL REQUIREMENTS". As required, SOQ is submitted to 10 pages (not including attachments).

Following are required sections in the order listed in RFP Section titled "SUBMITTAL FORMAT & EVALUATION CRITERIA"

Section	Page
SOQ (limited to 10 pages)	1 - 10
A. PLAN CHECK SCHEDULE STATEMENT OF COMMITMENT	1
B. PLAN CHECK SUBMITTAL TO AND FROM CITY	1
C. FIRM'S EXPERIENCE IN PROVIDING SIMILAR SERVICES	1
D. QA/QC PROCESS	3
E. PROPOSED PROJECT MANAGER'S QUALIFICATIONS AND 3 REFERENCES	5
F. POINT OF CONTACT FOR THIS SOQ	6
G. MAX. 3 RESUMES, PROJECT MANAGER AND TWO DEVELOPMENT REVIEW ENGINEERS	6
H. SAMPLE PLAN REVIEW PRODUCTS	8
I. SAMPLES OF DATABASE PORTAL PRODUCTS	9
SOQ, Appendix Section (excluded from 10-page limit)	App.1-App.30
Appendix 1 – INSURANCE	App.1
Appendix 2 – LEVINE ACT DISCLOSURE STATEMENT	App.2
Appendix 3 – ADDENDA ACKNOWLEDGEMENT	App.4
Appendix 4 – SAMPLES OF ELECTRONIC PLAN CHECKS	App.5
Appendix 5 –REFERENCE LETTERS	App.22
Appendix 6 – ADDITIONAL RESUMES	App.26

A. PLAN CHECK SCHEDULE STATEMENT OF COMMITMENT

Transtech commits to the Plan Check Schedule indicated as specified in the City's RFQ, which also indicated below:

<u>Plan Submittal</u>	<u>Plan Check Turn-Around</u>
1st Plan Check	10 to 15 business days
2nd Plan Check	5 to 10 business days
3rd Plan Check	5 to 10 business days

For larger and more complex projects such as residential developments greater than 150 homes, one additional work-week for the 1st and 2nd plan check shall be provided, if necessary, to complete a thorough plan check.

B. PLAN CHECK SUBMITTAL TO AND FROM CITY

Transtech has integrated many technological assets into its services to provide the most efficient and cost-effective service possible.

We provide fully automated electronic plan submittal, plan checking, and tracking. We provide this on our company portal, as well as offer same portal access to our client cities on their web sites.

We maintain and manage electronic plan submittal portals for over 25 cities. We offer electronic plan check submittal portal to our client cities at no additional cost.

Please [click here](#) for a sample of our electronic plan check portal at one of our contract Cities. We offer virtual meetings with plan checkers.

Please [click here](#) to explore the virtual plan check counter appointment calendar for one of our contract Cities,

C. FIRM'S EXPERIENCE IN PROVIDING SIMILAR SERVICES

Company Profile: Established in 1989, Transtech (a California Corporation) is a **multi-disciplinary engineering consulting** firm. Transtech has been **in business for 35 years** and provides **municipal services to approximately 90 public agencies**, including **Plan Review Services to several agencies**.

Our multi-disciplinary service capabilities include:

- Building & Safety Services, Building Inspection, Plan Check, Building Evaluations, City Building Official, Code Enforcement
- Civil Engineering,
- Staff Augmentation
- CIP Program Management
- Construction Management and Inspection
- Fed Funded Project Management and Grant Writing
- CDBG Project Management
- City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
- Labor Compliance
- Planning Support
- Traffic and Transportation Planning and Engineering
- Water Resources Engineering
- Surveying, Mapping, ALTA, ROW Eng

Experience in Working with Public Agencies/Cities: We have extensive **experience working with Public Agencies/Cities in similar assignments**. We are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies. **Several of our staff members are former City Engineers, Public Works Directors.** One of the **unique qualifications** of Transtech is that we serve public agencies as **municipal contract service providers**, including **Contract City Engineer, City Traffic Engineer, Building Official, CIP Manager, Planner** and in other capacities.

Experience in Engineering and Public Works Plan Check Services: We are providing similar services to following agencies:

- **Alhambra** (City Engineer, Traffic Engineer, City Traffic Engineer, **Engineering Plan Check and Inspection for Development Projects**, Building Official, Plan Check, Inspection, CIP Management, Construction Management, Grant Writing and Administration, General Engineering)
- **Azusa** (Building Official, Plan Check, Inspection, Construction Management)

- **Banning** (On-Call Engineering, [Engineering Plan Check and Inspection for Development Projects](#))
- **Commerce** (City Engineer, Traffic Engineer, City Traffic Engineer, [Engineering Plan Check and Inspection for Development Projects](#), Building Official, Plan Check, Inspection, CIP Management, Construction Management, Grant Writing and Administration, General Engineering)
- **Azusa** (Building Official, Plan Check, Inspection)
- **El Monte** ([Engineering Plan Check and Inspection for Development Projects](#), Traffic Engineering, Construction Management)
- **Glendora** (City Engineer, Traffic Engineer, [Engineering Plan Check and Inspection for Development Projects](#), CIP Management, Grant Writing and Administration, General Engineering)
- **Hermosa Beach** (On-Call Engineering, [Engineering Plan Check and Inspection for Development Projects](#), Plan Check, Inspection, CIP Management, Grant Writing and Administration, General Engineering)
- **Irwindale** (Building Plan Check, Inspection)
- **La Canada Flintridge** (Staff Augmentation)
- **Lynwood** (City Engineer, Traffic Engineer, City Traffic Engineer, [Engineering Plan Check and Inspection for Development Projects](#), Plan Check, Inspection, CIP Management, Construction Management, Grant Writing and Administration, General Engineering)
- **Maywood** (City Engineer, Traffic Engineer, City Traffic Engineer, [Engineering Plan Check and Inspection for Development Projects](#), Building Official, Plan Check, Inspection, Construction Management, CIP Management, Grant Writing and Administration, General Engineering)
- **Monrovia** (CIP Management)
- **Montebello** (City Engineer, Traffic Engineer, City Traffic Engineer, [Engineering Plan Check and Inspection for Development Projects](#), Building Official, Plan Check, Inspection, CIP Management, Construction Management, Grant Writing and Administration, General Engineering)
- **Monterey Park** (City Engineer, Traffic Engineer, City Traffic Engineer, [Engineering Plan Check and Inspection for Development Projects](#), Building Official, Plan Check, Inspection, CIP Management, Construction Management, Grant Writing and Administration, General Engineering)
- **Ontario** (On-Call Engineering, [Plan Check and Inspection](#), Construction Management,)
- **Pasadena** (On-Call Services, [Engineering Plan Check and Inspection](#))
- **Rancho Cucamonga** (On-Call Engineering, [Engineering Plan Check and Inspection for Development Projects](#), Plan Check, Inspection, CIP Management, Grant Writing and Administration, General Engineering)
- **Rialto** (City Engineer, Traffic Engineer, City Traffic Engineer, [Engineering Plan Check and Inspection for Development Projects](#), Plan Check, Inspection, CIP Management, Grant Writing and Administration, General Engineering)
- **Rosemead** (City Engineer, Traffic Engineer, City Traffic Engineer, [Engineering Plan Check and Inspection for Development Projects](#), Building Official, Plan Check, Inspection, CIP Management, Construction Management, Grant Writing and Administration, General Engineering)
- **San Marino** (Traffic Engineer)
- **Santa Fe Springs** (Building Official, Plan Check, Inspection)
- **South El Monte** (City Engineer, Traffic Engineer, City Traffic Engineer, [Engineering Plan Check and Inspection for Development Projects](#), Building Official, Plan Check, Inspection, CIP Management, Construction Management, Grant Writing and Administration, General Engineering)
- **South Pasadena** (Building Official, Plan Check, Inspection)
- **Temple City** (City Engineer, Traffic Engineer, City Traffic Engineer, [Engineering Plan Check and Inspection for Development Projects](#), Building Official, Plan Check, Inspection, CIP Management, Construction Management, Grant Writing and Administration, General Engineering)
- **Upland** (On-Call Engineering, [Engineering Plan Check and Inspection for Development Projects](#))
- **Victorville** (On-Call Engineering, [Engineering Plan Check and Inspection for Development Projects](#))
- **West Covina** (City Engineer, Traffic Engineer, City Traffic Engineer, [Engineering Plan Check and Inspection for Development Projects](#), Building Official, Plan Check, Inspection, CIP Management, Construction Management, Grant Writing and Administration, General Engineering)

* **Note: Where our firm serves as Contract City Engineer, we also review and sign Maps as City Surveyor. Where we provide Engineering Plan Check, we also check Maps.**

D. QA/QC PROCESS

Structured Approach: We have a structured approach to execute projects in an efficient manner that makes Transtech capable of providing the City with an efficient and quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff and for its contract cities. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization in compliance with City's specific procedures, standards and requirements. The following paragraphs describe our general approach to deliver projects in an efficient and cost-effective manner. A project specific approach will be provided for each assigned project and will become part of the specific contract for the specific project.

- **Project Management:** Our approach is to provide proactive management and attempt to identify potential issues and problems in advance and take corrective actions before they become problems. This requires extensive hands-on knowledge, experience and management skills of the people involved in managing the project. Our team members have extensive experience and proven track record in managing large and complex projects and bringing them to a completion on time and within budget.
- **Approach to Cost Control and Change Orders:** We evaluate project costs and develop feasible mitigation measures to minimize additional costs. We work as a team to solve problems or make modifications in the field to address unforeseen conditions or owner generated changes in a cost-effective manner.
- **Approach to Scheduling and Timely Completion of Project and Schedule Recovery:** The baseline schedule should properly identify the project scope, critical path, project milestones, target dates, phases and sequences of work, and activity durations. When significant activities show that they are slipping from the baseline, we work with the contractor to develop recovery plans.
- **Management of Documents:** We use an electronic file management system. All construction forms, daily dairies, weekly statement of working days, etc. are stored in our electronic file system, and are per Caltrans documentation system. We provide these documents at the end of the project to the client in organized files as well as pdf files.
- **Safety and Security:** We hold meetings with the contractor to review and discuss safety and security requirements, OSHA conformance, emergency security and safety procedures, and enforce security and safety responsibilities.
- **Funding Closeout:** We prepare necessary closeout documentation required by the funding agencies, submit final reimbursement documentation, follow-up on the reimbursements, and final funds balance report.
- **Project Closeout:** We recognize that closeout is an important part of the construction process. It signifies that the new facility structure is ready to use. We methodically handle all closeout tasks to ensure a smooth transition from construction to occupancy.
- **Methodology for Communication to Inform City on Work Progress:** Key project team members will attend periodic project progress meetings with City staff throughout the project duration.
- **Electronic common project information and file sharing platform:** We create and provide access to project participates a common project information and file sharing platform.

Transtech's "Customer Care" approach in delivering quality services with in an efficient, cost-effective, and timely manner:

- ✓ Transtech is well known in providing **Cost Effective Services** on time with a **customer friendly and responsive** approach.
- ✓ Our services are founded on the principles of **Total Quality Management** for **Total Customer Care**.
- ✓ We have a **structured approach** to execute projects in an efficient manner that makes Transtech capable of providing the City with the highest quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff and for its contract cities. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization in compliance with City's specific procedures, standards, and requirements.
- ✓ We start by **working with the applicant early on** and during plan review to help them prepare a set of plans which have all of the required information clearly and logically presented.
- ✓ Additionally, we never hesitate to make suggestions which help eliminate complicated details, **reduce construction costs, and/or provide details which are easy to verify in the field**. Experience has taught us well that inspection time and applicant frustration can both be substantially reduced, while increasing overall compliance, by producing a better set of plans during the plan review process. And in the case of homeowners, **this policy often demonstrates early on that the City really is truly a partner in a process that can often be a source of stress and tension for many applicants, and we fully understand that.**
- ✓ This policy reduces the number of plan review rechecks required, **allows the applicant to obtain a permit much sooner**, and reduces the overall time our staff is required to spend on that particular plan.

- ✓ Transtech provides all plan check **comments on electronic files**. All plan check comments are provided on pdf format electronically, **as well as hard copies**. Plan review corrections are written clearly and are **fully detailed to explain the Code deficiency**.
- ✓ To help the applicant better understand the problem, Transtech provides as much information during plan review as possible. We believe that if the applicant has a **clear understanding of the problem**, he or she can take the necessary steps to correct the condition. This policy reduces the number of plan review rechecks required, allows the applicant to **obtain a permit much sooner**, and reduces the overall time our staff is required to spend on that particular plan. Unclear and/or cryptic corrections are never written, and all correction lists, except those written over the counter, are typed and printed on a laser printer.
- ✓ Our plan checkers **confer early on and respond to questions** from the architect, engineer, designer, applicant, etc. When requested, our plan checkers also meet with the architect, engineer, designer, applicant, etc. at our offices to answer questions or for rechecks where the plan corrections.
- ✓ Our policy is to assist the architect, engineer, designer, applicant, etc. as much as possible, which helps **eliminate complicated details, reduce construction costs, and/or provide details which are easy to verify in the field**.
- ✓ All telephone calls or e-mails received are returned within the same working day, or the following day. We take pride in our **"Same Day Response"** motto.
- ✓ **Responsiveness is an integral part** of Transtech's "customer friendly" service approach.
- ✓ Customer Care means highest quality customer service. Transtech is committed to providing **"Customer Care"** to the City, City's patrons, responding quickly and effectively to the walk-in, telephone, and electronic inquiries of the public related to our services.
- ✓ We will strive to **enhance the City's image by public trust** to be the most desirable community to live, invest and conduct business.

Plan Check Processing: When a plan check order is received, it is logged and reviewed by Building Staff and then assigned to applicable plan checkers. The plan check duration is monitored thru the plan check log data base, which generates messages at identified intervals to inform plan checker and supervising Sr. Staff so that they are aware of how the progress and status continuously. If any potential delay is monitored, necessary steps are taken, such as meeting with plan checker to review the schedule, workload, performance, and identify actions, including assigning additional staff, if necessary, to ensure timely completion of assignment.

Plan Check Coordination:

- Our plan checkers respond to questions from the architect, engineer, designer, applicant, etc. When requested, our plan checkers also meet with the architect, engineer, designer, applicant, etc. at our offices to answer questions or for rechecks.
- Our policy is to assist the architect, engineer, designer, applicant, etc. as much as possible, which helps eliminate complicated details, reduce construction costs, and/or provide details which are easy to verify in the field. This proactive approach reduces inspection time and questions, and applicant frustration, while increasing overall compliance, by producing a better set of plans during plan review process. Especially, when the applicant is a homeowner trying to improve his/her property, this policy often demonstrates early on that the City really is here to help.

Approach to Meeting with Applicants: Our staff is available to applicants by phone and through email or through virtual meeting for questions or available to meet for rechecks if necessary. Our policy is to meet with applicants virtually via TEAMS or ZOOM but we also have an available facility at our office meetings with applicants.

Expedited/Off-Business Hours/Weekend Services: If the City receives a request from applicants for expedited plan check services, Transtech staff is able to provide additional resources to accommodate such a request. If the City requests inspection services, Transtech staff will provide additional resources to accommodate inspection requests during off business hours and weekends.

Emergency Response: In the event of a local or regional emergency or disaster, our staff will be accessible to the extent feasible based on the conditions and circumstances. All of our building officials and inspectors have gone through extensive training to be **SAP Evaluator and registered with the State of California Safety Assessment Program**.

E. PROPOSED PROJECT MANAGER'S QUALIFICATIONS AND 3 REFERENCES

PROPOSED PROJECT MANAGER'S QUALIFICATIONS:

Our Principal Project Manager/Contract Principal is AHMAD ANSARI, PE



Mr. Ansari has over 30 years of past experience in City and County Public Works and has worked at several municipalities in Southern California, including:

- City of Moreno Valley- Public Works Director/City Engineer
- City of Rialto- Public Works Director/City Engineer
- City of Perris- Public Works Director
- City of Pomona- Deputy Public Works Director/Assistant City Engineer.

He has managed CIP Programs and Public Works Operations, and served as the responsible in charge of numerous multi-disciplinary teams, including:

- Capital Improvement Program project management and delivery; Real Property/Right of Way acquisition and management; Traffic and Transportation engineering; Private Development/Entitlement process review and approval; Maintenance and Operations including roads, storm drains, sewers, parks, facilities, traffic signals, signs/stripping, fleet; Special Districts, Landscape/Lighting Assessment; Electric Utility

Our Engineering Plan Check Project Manager is MICHAEL ACKERMAN, PE, QSD, QSP, QISP



Mr. Ackerman has over 20 years of experience. At Transtech, he has been working as a Sr. Engineer at various Transtech City Engineering Contracts. He has served at various Cities under Transtech's City Engineering Contracts, including Temple City, Huntington Park, and Alhambra. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

Mr. Ackerman's experience also includes working at Caltrans and other agencies:

- Caltrans District 8: Mr. Ackerman was a civil transportation engineer for Caltrans District 8 where he was involved in the design and construction of various projects.
- City of San Bernardino: Mr. Ackerman was involved in various projects, including Development Review and Plan Check, Design and Project Management.
- City of Huntington Park: Mr. Ackerman worked as contract City Engineer under Transtech's municipal services contract and later as City Engineer and Interim Director of Public Works under the City.

3 REFERENCES:

CITY OF ALHAMBRA

Address:

111 South First Street, Alhambra, CA 91801

Services Provided:

City Engineer, City Traffic Engineer, City Building Official, Plan Check, Inspection, CIP Management, Construction Management, Grant Writing and Administration, General Engineering

Service Duration:

Started in 1993 – Ongoing Service

Contact:

Andrew Ho, Community Development Director

T: 626-570-5041

E: andrewho@cityofalhambra.org

CITY OF ROSEMEAD

Address:

8838 Valley Boulevard, Rosemead, CA 91770

Services Provided:

City Engineer, City Traffic Engineer, City Building Official, Plan Check, Inspection, CIP Management, Construction Management, Grant Writing and Administration, General Engineering

Service Duration:

Started in 2022 – Ongoing Service

Contact:

Ben Kim, City Manager

T: 626-569-2169

E: bkim@cityofrosemead.org

CITY OF SOUTH EL MONTE

Address:

1415 Santa Anita Avenue, South El Monte, CA 91733

Services Provided: City Engineer, City Traffic Engineer, City Building Official, Plan Check, Inspection, CIP Management, Construction Management, Grant Writing and Administration, General Engineering

Service Duration: Started in 2018 – Ongoing Service

Contact: Rene Salas, City Manager
T: Phone: 626-579-6540
E: rsalas@soelmonte.org

For reference letters, please see **Appendix 5 –REFERENCE LETTERS.**

F. POINT OF CONTACT FOR THIS SOQ

Ahmad Ansari, PE, Principal Project Manager/Contract Principal
E: ahmad.ansari@transtech.org
C: 949-702-5612

G. MAX. 3 RESUMES, PROJECT MANAGER AND TWO DEVELOPMENT REVIEW ENGINEERS

Following are max 3 resumes, Project Manager and two Development Review Engineers as required by the RFQ.

*(Note: **Readily Available Staff:** Transtech has a large pool of well experienced staff and resources readily available to provide requested services, and respond to requests in a timely, efficient, and cost-effective manner. Our staff and resources include approximately 250 staff, including building officials, plan checkers, inspectors, permit technicians, engineers, project managers, designers, plan checkers, inspectors, construction managers, traffic and transportation analysts, technicians, support personnel.)*

MICHAEL ACKERMAN, PE, QSD, QSP, QISP, Sr. Engineer (Engineering Plan Check Project Manager)



Education

- BS in Engineering

Registrations/Certifications

- RE Academy, Caltrans
- Water Pollution Control Compliance on Construction Sites for RE, Caltrans
- Construction Program Management Workshop, FHWA
- Field Office Procedures Course, Caltrans
- California Work Zone Inspection – High Speed, Caltrans
- Asphalt Concrete Inspection and Rehabilitation Strategies, Caltrans

Highlights

Mr. Ackerman has over 20 years of experience. At Transtech, he has been working as a Sr. Engineer at various Transtech City Engineering Contracts. He has served at various Cities under Transtech's City Engineering Contracts, including Temple City, Huntington Park, and Alhambra. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

Mr. Ackerman's experience also includes working at Caltrans and other agencies:

- Caltrans District 8: Mr. Ackerman was a civil transportation engineer for Caltrans District 8 where he was involved in the design and construction of various projects.
- City of San Bernardino: Mr. Ackerman was involved in various projects, including Development Review and Plan Check, Design and Project Management.
- City of Huntington Park: Mr. Ackerman worked as contract City Engineer under Transtech's municipal services contract and later as City Engineer and Interim Director of Public Works under the City.

CARLOS A. PINEDA, PE, QSD, QSP, LEED, Sr. Engineer (Development Review Engineer)



Education

- BS in Civil Engineering,

Registrations/Certifications

- Registered Civil Engineer

Highlights

Mr. Pineda has over 30 years of experience in civil engineering and project management. He has extensive experience working for both private and public sectors. He has participated on numerous multi-disciplinary teams dealing with the planning and development of civil and traffic engineering, urban and rural development, and public works projects. He has served as Principal Project Manager for a variety of projects. Public works design experience covers a wide variety of projects, including the improvement of major arterials, secondary highways and collectors, flood control and drainage projects, water and waste water projects, ADA retrofit, and safe routes to school projects. He has a good understanding and knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies. Private sector design experience covers a wide range of projects including residential master planned communities and "in tract" residential improvements. In-tract residential improvements included the design and construction of domestic and reclaimed water infrastructure to serve the new developments.

DAVID RAGLAND, PE, PLS, QSD, QSP, Sr. Engineer and Land Surveyor (Development Review Engineer)



Education

- Humboldt State University, CA, Bachelor of Science

Registrations/Certifications

- Registered Civil Engineer
- Licensed Land Surveyor

Highlights

Master Plans:

- San Elijo Hills Specific Plan. Provided planning, engineering, surveying services for the design and development of the 2,000 acre 3,500 dwelling unit Specific Plan and Master Tentative Map.
- Shandin Hills Specific Plan. Provided planning engineering services for the preparation of the Specific Plan and Tentative Map. The project is a proposed 240 acre 1049 dwelling unit community.
- Arrowhead Springs Specific Plan (including annexation into the City): 4,000-acre site, which includes 1,500 to 2,000 residential units, 1,000,000 square feet of commercial and office space, 199-acre/18-hole public golf course, renovation and reuse of the historic Arrowhead Springs Hotel with a new 115 room annex, new 300-room hotel, a conference center, 14-acre corporate office area.
- Eagle Bice, Muscupiabe Land Area Infrastructure Master Plan Drainage, Sewer and Water Master Plan: Approximately 500 acre area for future 1,100 unit master planned community. The project also included a full infrastructure (roadways, storm drain, water, sewer, parks, and utilities) needs and assessment and cost analysis for this future development.
- University Development Master Plan: Approximately 200 acre site in association with the City of San Bernardino, Watson Development and Cal-State SB for the development of 200 residential, mixed use, live-work, retail, office and student housing, educational and training facilities and offices for Cal State SB University.

General Civil Engineering Projects:

- A number of projects in Los Angeles County, San Bernardino County and San Diego County, including roadway, drainage, water, sewer improvements.
- Parkway Business Centre: Design and construction of the 460 Acre industrial park including South Poway Parkway for ADI Properties, Inc. Also served as Assessment Engineer for Communities Facilities District.
- Campus Parkway Roadway: Design of a new roadway for a length of approximately 2 miles, and included street, medians, landscape, lighting, traffic signals, water, sewer, storm drain and various other utilities.
- CalState San Bernardino Main Access Road: Design of a new roadway for a length of approximately 1.5 miles, and include street, medians, landscape, lighting, traffic signals, water, sewer, storm drain and various other utilities.
- Lopez Canyon Roadway and Sewer: Design and construction of over 5 miles of roadway sewer ranging up to 36 inches in diameter.
- Sorrento Valley Boulevard: Design and construction of 4 miles of roadway.

Drainage and Sewer Projects:

- Northpark Boulevard Sewer Extension: Half mile gravity sewer main extension for University Park Subdivision in the City of San Bernardino. Project required special structural designs and encroachment

permitting for crossing 100' aqueduct right-of-way.

- University Park Storm Drain Design: Design of storm drain system with pipes ranging in size from 18 to 60 inches and trapezoidal channel design for 4500 cfs.
- Penasquitos Canyon Trunk Sewer: PS&E for two miles 36-inch gravity sewer including design study reports. City of San Diego
- Ranch Santa Fe Road: Relocation and rehabilitation of 1.5 miles of sewer main. City of San Marcos
- Otay River hydrology study and dam breach analysis: 22,000 acre Otay Ranch project in Chula Vista. Flows up to 33,000 cfs were studied for the Otay River.

Water Projects:

- City of San Diego, Green Valley Water line design and construction. 5000 feet, 30" Reinforced concrete water line and pressure reducing station and details for connection to a 60-inch San Diego County Water Authority Pipeline.
- City of San Bernardino, Design of 3500 feet of 20 to 36 inch ductile iron water transmission main for the development of University Park.
- City of San Bernardino, Design of over 10,000 feet of 8 thru 12 inch DIP water main for water distribution.
- City of San Bernardino, Structural arch design for road crossing over the Dept of Water Resources 109-inch Santa Ana pipeline.

Subconsultant - Soils Report Review Support: GEO-ADVANTEC, Inc.; www.geoadvantec.com

Geo-Advantec offers comprehensive services in various areas from site feasibility evaluation through project completion for a wide range of projects and services, which include: Geotechnical Eng.; Eng. Geology; Geotechnical Earthquake Eng.; Geotechnical Instrumentation; Pavement Eng.; Forensic Geotechnical Eng.; Grading Monitoring and Field Testing; Soils & Materials Laboratory Testing; Special Inspection Services. Geo-Advantec owns a certified laboratory accredited by AMRL (AASHTO Materials Reference Laboratory), in conformity to the requirements of the AASHTO Accreditation Program (AAP), AASHTO R-18, ASTM D3740 and ASTM E329; CCRL (Cement and Concrete Reference Laboratory); Caltrans; DSA (the Department of the State Architects); Army Corp of Engineers.

For additional resumes, please see [Appendix 7 – ADDITIONAL RESUMES](#).

H. SAMPLE PLAN REVIEW PRODUCTS

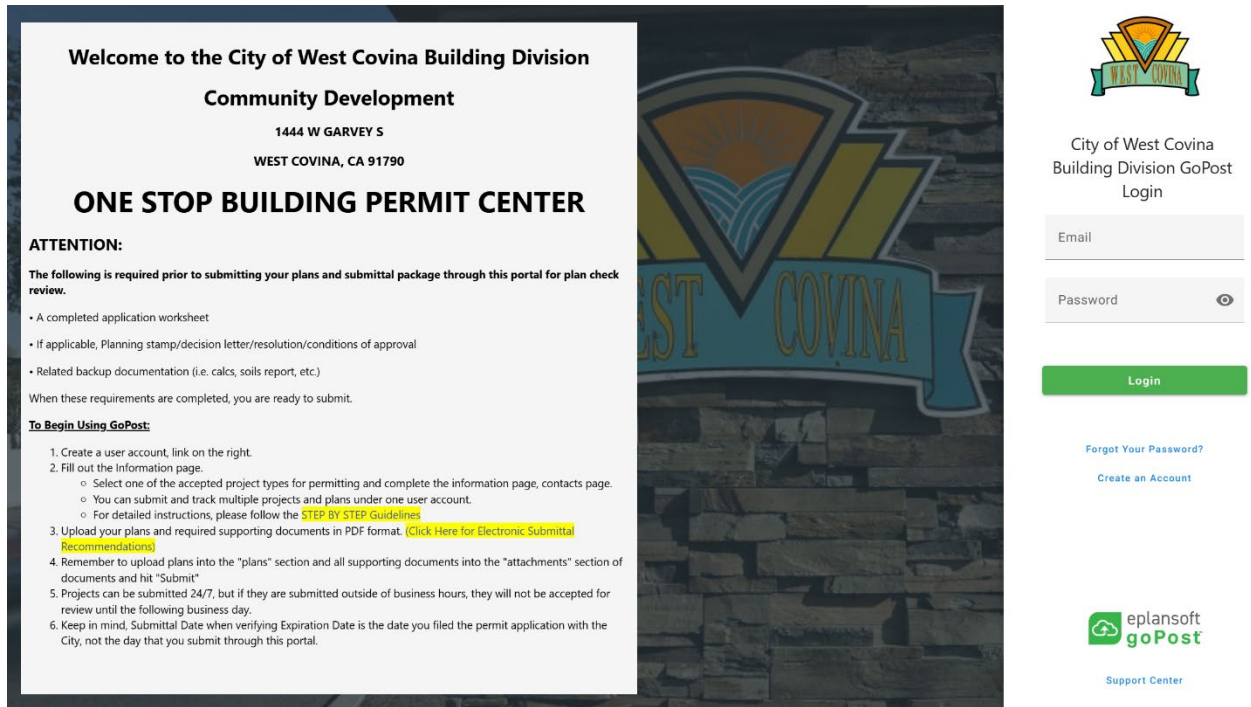
Please click on the following link for a sample plan review product, which includes Engineering Plan Check and Map Check.

<https://www.dropbox.com/scl/fi/fr0rbcfvwh3t3wawbws/SAMPLE-ELECTRONIC-ENGINEERING-PLAN-CHECK-AND-MAP-CHECK.pdf?rlkey=ylm8626pa3if69n8bg8bi13ej&dl=0>

For copies of the above, please see [Appendix 4 – SAMPLES OF ELECTRONIC PLAN CHECKS](#)

I. SAMPLES OF DATABASE PORTAL PRODUCTS

Electronic Plan Check Portal: Transtech provides Electronic Plan Check. Please click <https://gopost-transtech.eplansoftreview.com/#/login?portal=westcovinabldg> for electronic plan check portal administered by Transtech in West Covina,



Welcome to the City of West Covina Building Division

Community Development

1444 W GARVEY S
WEST COVINA, CA 91790

ONE STOP BUILDING PERMIT CENTER

ATTENTION:

The following is required prior to submitting your plans and submittal package through this portal for plan check review.

- A completed application worksheet
- If applicable, Planning stamp/decision letter/resolution/conditions of approval
- Related backup documentation (i.e. calcs, soils report, etc.)

When these requirements are completed, you are ready to submit.

To Begin Using GoPost:

1. Create a user account, link on the right.
2. Fill out the information page.
 - o Select one of the accepted project types for permitting and complete the information page, contacts page.
 - o You can submit and track multiple projects and plans under one user account.
 - o For detailed instructions, please follow the [STEP BY STEP Guidelines](#)
3. Upload your plans and required supporting documents in PDF format. [Click Here for Electronic Submittal Recommendations](#)
4. Remember to upload plans into the "plans" section and all supporting documents into the "attachments" section of documents and hit "Submit"
5. Projects can be submitted 24/7, but if they are submitted outside of business hours, they will not be accepted for review until the following business day.
6. Keep in mind, Submittal Date when verifying Expiration Date is the date you filed the permit application with the City, not the day that you submit through this portal.

City of West Covina Building Division GoPost Login


Email

Password

Login


[Forgot Your Password?](#)

[Create an Account](#)

 [Support Center](#)

Virtual Counter: We offer virtual meetings with plan checkers. Please click <https://outlook.office365.com/book/CityofWestCovinaEngineeringDepartmentAppointments@transtech.org/> to explore the virtual plan check counter appointment calendar administered by Transtech in West Covina,





City of West Covina Engineering Department Appointments Administered by Transtech

City of West Covina Engineering Department A... 30 minutes

Select time

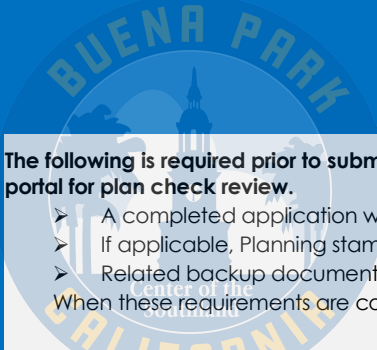
< > February 2025

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23	24	25	26	27	28	

Select a service and date to see available times.

All times are in (UTC-08:00) Pacific Time (US & Canada) ▼

EXAMPLE OF ELECTRONIC PLAN PORTAL FOR BUENA PARK



City of Buena Park
Public Works Department
Engineering Division
ELECTRONIC PLAN SUBMITTAL PORTAL

The following is required prior to submitting your plans and submittal package through this portal for plan check review.

- A completed application worksheet
- If applicable, Planning stamp/decision letter/resolution/conditions of approval
- Related backup documentation (i.e. calcs, soils report, etc.)

When these requirements are completed, you are ready to submit.

To Begin Using GoPost:

- A. Create a user account, link on the right.
- B. Fill out the Information page.
 - ✓ Select one of the accepted project types for permitting and complete the information page, contacts page.
 - ✓ You can submit and track multiple projects and plans under one user account.
 - ✓ For detailed instructions, please follow the [STEP BY STEP GUIDELINES](#)
- C. Upload your plans and required supporting documents in PDF format. [\[CLICK HERE FOR ELECTRONIC SUBMITTAL RECOMMENDATIONS\]](#)
- D. Remember to upload plans into the "plans" section and all supporting documents into the "attachments" section of documents and hit "Submit"
- E. Projects can be submitted 24/7, but if they are submitted outside of business hours, they will not be accepted for review until the following business day.
- F. Keep in mind, Submittal Date when verifying Expiration Date is the date you filed permit application with the City, not the day that you submit through this portal.


Email

Password

Login

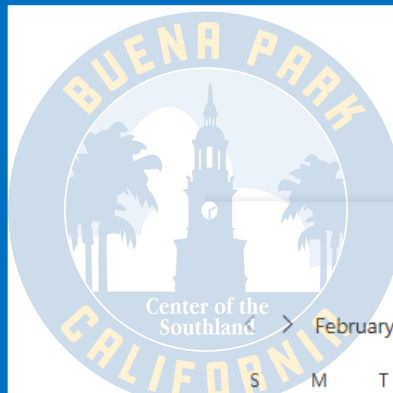
Forgot Your Password?

Create an Account



Support Center

EXAMPLE OF VIRTUAL COUNTER FOR BUENA PARK



City of Buena Park
Public Works Department
Engineering Division
PLAN CHECK VIRTUAL MEETING APPOINTMENT PORTAL

Select time

Center of the Southland > February 2025

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16	17	18	19	20	21	22
23	24	25	26	27	28	

Select a service and date to see available times.

© All times are in (UTC-08:00) Pacific Time (US & Canada) ▼

Appendix 1 – INSURANCE

Transtech's current Insurance Info is provided. If selected by the City for this project, we will appreciate the opportunity of having our Attorney to discuss with the City's Attorney the final contract language to ensure our insurance is in compliance with current laws and regulations and meets the City's requirements.

Following items may be discussed:

- For insurability purposes, any duty to defend which is not expressly deleted or defined as a reimbursement to the extent of the adjudicated negligence will present insurability issues.
- Insurance may not cover payment for any of the City's defense related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of Contractor. Consultant should reimburse all reasonable attorneys' fees as part of City's total damages tied directly to Consultant's determined percentage of fault.
- For insurability purposes, one of the most important contract terms is to ensure the word "negligent" is evident in the indemnity clause. Absent a negligence trigger for claims, a client or owner could present claims with no allegations of negligence, and the professional liability may have coverage implications. Inserting "negligent" acts, errors, or omissions can help make the entire indemnity subject to an appropriate standard of care.
- Many contracts use phrases such as: "arising out of or in connection with". This can allow the certificate holder to assert claims that vaguely involve our scope of services. By replacing such phrases with "but only to the extent actually caused by", the claimant must establish that the negligence was the proximate cause of the damage, otherwise known as direct causation, would be insurable.
- For insurability purposes, we suggest limiting the obligation to only those parties with whom we have the contract, or who are in direct contractual privacy to the project owner.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/2/2024

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549		CONTACT NAME: Sandy Peters PHONE (A/C, No, Ext): 626-696-1901 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com															
INSURED Transtech Engineers, Inc. 909-595-8599 13367 Benson Ave Chino CA 91710-3009		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Casualty and Surety Co of America</td> <td>31194</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: The Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER D: HARTFORD INSURANCE COMPANY</td> <td>38288</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Travelers Casualty and Surety Co of America	31194	INSURER B: Travelers Property Casualty Company of America	25674	INSURER C: The Travelers Indemnity Company of Connecticut	25682	INSURER D: HARTFORD INSURANCE COMPANY	38288	INSURER E:		INSURER F:	
INSURER	NAIC #																
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INSURER C: The Travelers Indemnity Company of Connecticut	25682																
INSURER D: HARTFORD INSURANCE COMPANY	38288																
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 1822680155 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	6805H737478	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> NoOwnedAutos	Y	BA3R067451	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 0	Y	CUP4F17434A	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	57WEGAA508A	9/1/2024	9/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		107328311	12/31/2024	12/31/2025	Per Claim Aggregate Limit \$2,000,000 \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. Professional Liability is E&O Liability.
 The Umbrella Policy is follow form to its underlying Policies: General Liability/Auto Liability/Employers Liability.
 Re: All Operations of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice will be sent to holder

SAMPLE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



Appendix 2 – LEVINE ACT DISCLOSURE STATEMENT (Prime Consultant: Transtech Engineers, Inc.)**EXHIBIT** **REQUIRED FOR ALL CONTRACTS AWARDED BY THE CITY COUNCIL
(OTHER THAN COMPETITIVELY BID, LABOR, OR PERSONAL EMPLOYMENT CONTRACTS)****LEVINE ACT DISCLOSURE STATEMENT**

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than \$250 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than \$250 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

YES NO X


If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than \$250 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

YES NO X

If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

3-3-2025 _____ DATE Transtech Engineers, Inc. _____ NAME OF COMPANY	 _____ SIGNATURE OF AUTHORIZED OFFICIAL Ahmad Ansari, PE, Contract Principal _____ NAME, TITLE
--	---

Appendix 2 – LEVINE ACT DISCLOSURE STATEMENT (Subconsultant - Soils Report Review Support: GEO-ADVANTEC, Inc.)

EXHIBIT

REQUIRED FOR ALL CONTRACTS AWARDED BY THE CITY COUNCIL (OTHER THAN COMPETITIVELY BID, LABOR, OR PERSONAL EMPLOYMENT CONTRACTS)

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than \$250 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than \$250 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

YES NO X


If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than \$250 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

YES NO X

If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

<p>2/27/2025 DATE</p>	<p> SIGNATURE OF AUTHORIZED OFFICIAL</p>
<p>Geo-Advantec, Inc. NAME OF COMPANY</p>	<p>Shawn Ariannia/President Geo-Advantec, Inc. NAME, TITLE</p>

Appendix 3 – ADDENDA ACKNOWLEDGEMENT

Issued: February 27, 2025

CITY OF BUENA PARK**Department of Public Works**

Addendum No. 1
Request for Qualifications (RFQ)
ENGINEERING ENTITLEMENT & PRIVATE DEVELOPMENT PLAN REVIEW
SERVICES

Note the following RFQ clarifications:

- Qualifications/Proposals Due Date is March 3, 2025 by 3 PM
- Please enclose fee rate sheets in a separate envelope/document
- Qualifications/Proposals/Rate Sheets shall be submitted in person and shall be four (4) hard copies and one (1) USB stick
 - Please submit the documents to the Buena Park City Hall Public Works/Engineering counter located at 6650 Beach Blvd, Buena Park, CA 90621

By: _____

Nader M. Alqam, P.E.
Principal Engineer

I (We) the undersigned hereby acknowledge that I (We) have received Addendum No. 1 as issued on February 27, 2025, and that all changes, additions, deletions, clarifications and corrections specified herein have been incorporated into my bid.

**THIS ACKNOWLEDGMENT MUST BE SIGNED BY THE CONSULTANT AND
RETURNED WITH THE PROPOSAL.**

3-3-2025

Date: _____

Consultant/Title

Ahmad Ansari, PE, Contract Principal
Transtech Engineers, Inc.



Appendix 4 – SAMPLES OF ELECTRONIC PLAN CHECKS

EXAMPLE OF ELECTRONIC ENGINEERING PLAN CHECK



12 October 2024 9:43:59 PM
City of South El Monte, 1415 Santa Anita Avenue South El Monte, CA 91733

ENGINEERING COMMENTS

For Plan Check Questions please contact
plancheck@transtech.org, For all permitting questions, please
contact City Permit Counter at egandara@soelmonte.org, California

Project	SEMPW240299-1099_STREET_IMPROVEMENT 11214-11234 RUSH ST-STREET IMPROVEMENTS
Project Address	11214 Rush St South El Monte, CA 91733 United States
Files and Attachments	1. 11214 Rush St_Offsite Street Improvements_2024.09.20.pdf 1st Submittal

Instructions

IMPORTANT – PLEASE READ THE FOLLOWING: 1. This list of plan approval requirements is from the Engineering Division only. All of the requirements on this list must be satisfied in order to obtain plan approval from the Engineering Division. Approval of these plans does not grant approval to violate any Code or any State or Federal Law. This list of approval requirements is not to be construed as a guarantee that all code violations have been identified and corrected. 2. Indicate in the clear space provided of each plan approval requirement where, on your plans, compliance is specified. Please indicate a specific note number, detail number and/or location within a sheet. To reduce plan approval turn-around time, please do not simply respond with a sheet number. 3. Prior to start of any work within public right of way, an encroachment permit shall be obtained, and fees paid for construction inspection prior to starting work. For questions contact the Engineering Division permit counter. 4. For all permitting and fees questions, you may contact City Engineering Division Permit Counter.

1. 11214 Rush St_Offsite Street Improvements_2024.09.20.pdf

[Page 1 | Sheet C1.0 | Comment 00002 | 1. 11214 Rush St_Offsite Street Improvements_2024.09.20.pdf]

Create a space or box with dimensions no less than 4-inch by 4-inch in the title block of each sheet of drawings, either on the right or at the bottom of sheet to your design preference,

reserved for placement the approval stamp(s). Label the space or box "AHJ STAMP APPROVAL".

[Page 1 | Sheet C1.0 | Comment 00004 | 1. 11214 Rush St_Offsite Street Improvements_2024.09.20.pdf]

Provide two phone numbers and associated contact names on the first sheet of the grading plans for individuals to be contacted in case of emergency. These number must be available during non-business hours. Non-business specifically means a number that will be answered at times other than normal business hours; therefore, a normal office phone number is not acceptable.

[Page 1 | Sheet C1.0 | Comment 00010 | 1. 11214 Rush St_Offsite Street Improvements_2024.09.20.pdf]

Copy and post City Street Improvement General Notes, see link below:

<https://www.dropbox.com/scl/fi/rh7y348ncr8q12ws1libf/General-Notes-STREET-IMPROVEMENTS-PLANS.docx?rlkey=mi7hhq6mcyinfs7pwczwsizu8&dl=0>

[Page 1 | Sheet C1.0 | Comment 00011 | 1. 11214 Rush St_Offsite Street Improvements_2024.09.20.pdf]

This project requires Traffic Engineering review and approval. Contact Engineering Counter to arrange the plan review fees for Traffic Engineering and at resubmittal include response how and where on the plans you've been addressing Traffic Conditions.

[Page 4 | Sheet C3.0 | Comment 00005 | 1. 11214 Rush St_Offsite Street Improvements_2024.09.20.pdf]

Submit under separate project ID Easement Deed Street Dedication, and provide project ID#see link for format:

<https://www.dropbox.com/scl/fi/2mhelgwe6yu8fg70gqm3m/SEM-Easement-Deed-Street-Dedication.pdf?rlkey=54bqunpcgibetgk4tpf4wbmvo&dl=0>

[Page 4 | Sheet C3.0 | Comment 00006 | 1. 11214 Rush St_Offsite Street Improvements_2024.09.20.pdf]

In Leafdale Ave and Rush St, provide new curb ramp and cross gutter. Remove entire broken PCC cross gutter.

[Page 5 | Sheet C4.0 | Comment 00007 | 1. 11214 Rush St_Offsite Street Improvements_2024.09.20.pdf]

Paint approved building address on the curb per City Standards.

[Page 5 | Sheet C4.0 | Comment 00008 | 1. 11214 Rush St_Offsite Street Improvements_2024.09.20.pdf]

Provide gutter transition at cross gutter per SPPWC Std 122-2.

[Page 5 | Sheet C4.0 | Comment 00009 | 1. 11214 Rush St_Offsite Street Improvements_2024.09.20.pdf]

Install all existing regulatory warning signs (3 EA).

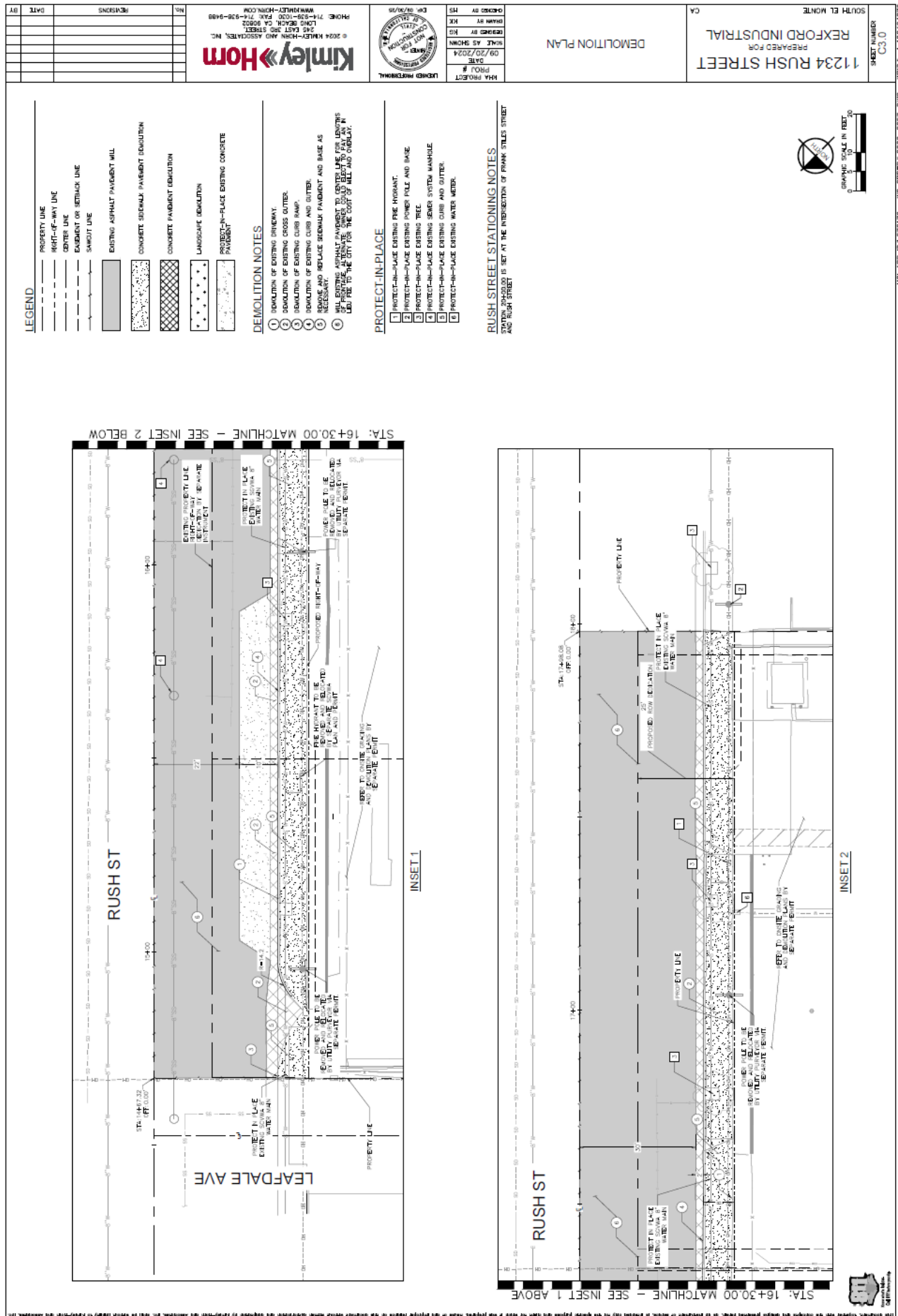
Reviewers

Public Works (8 Comments)
Allen Pangan
allen.pangan@transtech.org

Public Works (1 Comment)
Ayla Jefferson
ayla.jefferson@transtech.org

[illegible]

See what's inside.
Call 811 before you dig.



EXAMPLE OF ELECTRONIC MAP CHECK



17 March 2021

CITY OF SOUTH EL MONTE ENGINEERING DEPARTMENT

City of El Monte

Engineering Division
1415 Santa Anita Ave
City of South El Monte, CA 91733

Contact City Engineering Permit
Counter for Engineering Permitting
Questions (626)579-6540 ext 3203

SEMPW-1038-PM83104

10715 Rush St
South El Monte, CA 91733
United States

Project Information

10715-10719 Rush, FINAL MAP Condo Conversion

Files and Attachments

+ PM 83104 Sht01~02.pdf

Contacts

PLAN CHECK

9095958599

plancheck@TRANSTECH.ORG

Scope of Work

<p>FINAL MAP FOR 3 Unit Warehouse Condo Conversion</p>

Instructions

Please exercise extra care to ensure that all requirements are satisfied to avoid paying extra plan review fees.

The initial plan review fee paid at the time of plan submittal is not for the review of entire project scope. Additional fees will be assessed during the first review. The plan review fees cover the first, second and third reviews of the plans. Additional fees are required to be paid for any additional plan review required after the third review of the plans.

For all status inquiries, fee payment or help how to resubmit your plans via this electronic plan review portal you may contact City Engineering Permit Counter

When you sign in to your Gopost Account, make sure to select the City of South El Monte Public Works Department Plan Review Portal

Please note that fee payment is required prior submitting plans. At resubmittal please include the following;

- Copy of permit application and fee receipts
- Reply to plan check comments
- Revised plan
- All other supplemental documents as requested on redlined

set and in this comment

Public Works

Page 1 | Comment 00001

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

Please provide:

1. Updated Prelim Title Report within 30 days
2. Parcel map Guaranty
3. Conditions of Approval
4. Reference Maps and Reference Mapping Documents
5. Utility Non-Interference Letters for all Utility Companies having Easements over any portions of the subdivided property.

Page 1 | Comment 00002

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

It looks like only one signature required

Page 1 | Comment 00003

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

If only one signature required then only one notary jurat required

Page 1 | Comment 00004

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

Basis of Bearings already shown on sheet 2

Page 1 | Comment 00005

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

Copy Easement Notes over to Sheet 2 and repurpose
Easement Notes this sheet to the Signature Omission
Statement

Page 1 | Comment 00006

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

Need Condominium Note

Page 1 | Comment 00007

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

DAVID B. RAGLAND, L.S.5173

ON BEHALF OF THE CITY ENGINEER

Page 1 | Comment 00008

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

REMOVE EXIST STAMP & LEAVE SPACE DAVID RAGLAND'S
STAMP

Page 1 | Comment 00009

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

Please remove

Page 2 | Comment 00010

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

Please provide copies of all reference survey docs

Page 2 | Comment 00011

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

Please provide all reference maps. (already have Baldwins 2nd Sub MR 70/92)

Page 2 | Comment 00012

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

Please show record dists per reference docs including deeds throughout map (typical)

Page 2 | Comment 00013

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

Please provide County Surveyor's maps B-384-2 & B-2525

Page 2 | Comment 00014

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

Please provide

Page 2 | Comment 00015

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

Show detail of the 0.60' wide parcel 2at both N & S ends

Page 2 | Comment 00016

Show the 316' dimension and any variations

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

Page 2 | Comment 00017

Show how street was renamed

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

Page 2 | Comment 00018

How established

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

Page 2 | Comment 00019

How established

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

Page 2 | Comment 00020

How established

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

Page 2 | Comment 00021

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

How established

Page 2 | Comment 00022

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

How established

Page 2 | Comment 00023

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

779.67' (780.39" DD?) 0.72' is a pretty big difference

Page 2 | Comment 00024

PM 83104 Sht01~02.pdf

+ Ayla Jefferson
+ ayla.jefferson@transtech.org

Contact engineering permit counter to arrange the payment
of outstanding plan review fees as per the attached fee
schedule

TOTAL GROSS AREA: 30,633± SQ. FT.
NUMBERED PARCELS: 4

PARCEL MAP NO. 83104

SHEET 1 OF 2 SHEETS

IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF LOT 5, E.J. BALDWIN'S SECOND SUBDIVISION, IN THE CITY OF
SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 70
PAGE 92 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,

FOR CONDOMINIUM PURPOSES

APPLE ENGINEERING GROUP
DATE OF SURVEY: APRIL, 2020

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN
ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING
OF SAID MAP AND SUBDIVISION.

BY: _____
NAME _____
BY: _____
NAME _____ DATE _____

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF
THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO
THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____ NOTARY PUBLIC,
PERSONALLY APPEARED, _____ 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
SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S), OR 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.
SIGNATURE: _____
NAME OF NOTARY: _____
COUNTY IN WHICH COMMISSIONED: _____
DATE COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF
THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO
THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____ NOTARY PUBLIC,
PERSONALLY APPEARED, _____ 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
SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S), OR 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.
SIGNATURE: _____
NAME OF NOTARY: _____
COUNTY IN WHICH COMMISSIONED: _____
DATE COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

BASIS OF BEARING

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING-N 80°46'55"-W OF THE CENTERLINE OF
RUSH STREET AS SHOWN ON TRACT NO. 45925, IN BOOK 1118 PAGES 87 AND 88 OF MAPS
RECORDS OF LOS ANGELES COUNTY.

EASEMENTS NOTES

E1 : AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES IN THE DOCUMENT REGISTERED
JANUARY 7, 1931 AS DOCUMENT NO. 193531 OF TORRENS.

E2 : AN EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES AND INCIDENTAL PURPOSES IN
THE DOCUMENT, REGISTERED FEBRUARY 7, 1933 AS DOCUMENT NO. 7378-B OF TORRENS,
KNOWN AS RUSH STREET.

E3 : AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED
OCTOBER 31, 1956, AS INSTRUMENT NO. 3841, IN BOOK 52740 PAGE 246 OF OFFICIAL RECORDS.

E4 : AN EASEMENT FOR POWER LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT REGISTERED
SEPTEMBER 27, 1949 AS DOCUMENT NO. 19351-R OF TORRENS, UNDER CERTIFICATE NO.
U2-70125 CANNOT BE DETERMINED FROM RECORD INFORMATION.

E5 : AN EASEMENT FOR SANITARY SEWER AND INCIDENTAL PURPOSES IN THE DOCUMENT
RECORDED NOVEMBER 16, 1956 AS INSTRUMENT NO. 3616, IN BOOK 52876 PAGE 322 OF TORRENS.

E6 : AN EASEMENT FOR UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED
JANUARY 31, 1957 AS INSTRUMENT NO. 4096 OF TORRENS.

E7 : AN EASEMENT FOR SANITARY SEWER AND INCIDENTAL PURPOSES IN THE DOCUMENT
RECORDED SEPTEMBER 3, 1958 AS INSTRUMENT NO. 1849 OF TORRENS.

E8 : AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT
RECORDED FEBRUARY 9, 1959, AS INSTRUMENT NO. 3646 OF OFFICIAL RECORDS.

E9 : AN EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY SOLELY FOR SEWER AND
INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED JUNE 17, 2010 AS INSTRUMENT NO.
20100833104 OF OFFICIAL RECORDS.

E10 : AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT
RECORDED AUGUST 11, 1960, AS INSTRUMENT NO. 3089 OF OFFICIAL RECORDS.

E11 : AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT
RECORDED OCTOBER 30, 1961, AS INSTRUMENT NO. 3378 OF OFFICIAL RECORDS.

E12 : AN EASEMENT FOR ROADWAY AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED
JANUARY 23, 1962 AS INSTRUMENT NO. 3966 OF OFFICIAL RECORDS,
KNOWN AS RUSH STREET.

E13 : AN EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES AND INCIDENTAL PURPOSES IN
THE DOCUMENT RECORDED JUNE 23, 1964 AS INSTRUMENT NO. 5286 OF OFFICIAL RECORDS.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE
FIELD SURVEY BY ME OR UNDER MY DIRECTION IN APRIL, 2020, IN CONFORMANCE WITH THE
REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST. MARK J. TR, IN
APRIL, 2020. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY
APPROVED TENTATIVE MAP; THAT ALL OF THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE
POSITIONS INDICATED (OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN 6 MONTHS FROM THE
FILING DATE OF THIS MAP); AND THAT THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE
SURVEY TO BE RETRACED; AND THAT THE NOTES FOR ALL CENTERLINE MONUMENTS AND FOR ALL
CENTERLINE MONUMENTS ARE, OR WILL BE ON FILE IN THE OFFICE OF THE LOS ANGELES COUNTY
SURVEYOR, WITHIN 6 MONTHS FROM THE FILING DATE SHOWN HEREON.

QIANG ZHANG
P.L.S. NO. 8968

DATE



CITY ENGINEER'S STATEMENT:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT IT CONFORMS SUBSTANTIALLY TO THE
TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION
MAP ACT AND SUBDIVISION ORDINANCES OF THE CITY OF EL MONTE APPLICABLE AT THE TIME
OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THIS
MAP IS TECHNICALLY CORRECT; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT SECTION
66442(a)(1), (2), AND (3) HAVE BEEN COMPLIED WITH.

BRIAN B. CALLU - CITY ENGINEER
R.C.E. 59412

DATE



CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF EL MONTE, BY MOTION DULY PASSED ON THIS
DAY OF _____, 20____, APPROVED THE ATTACHED MAP.

THE EASEMENTS TO THE CITY OF EL MONTE, FOR PURPOSES OF STREETS, HIGHWAYS AND OTHER PUBLIC
RIGHT-OF-WAYS, SHOWN ON SAID MAP.

THE EASEMENT TO THE CITY OF EL MONTE, FOR EMERGENCY ACCESS/FIRE LANE AND PUBLIC UTILITY
PURPOSES OVER PARCEL A AS SHOWN ON SAID MAP.

CATH EREDA
CITY CLERK - CITY OF EL MONTE

DATE

CITY TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF
SOUTH EL MONTE, TO WHICH THE REAL PROPERTY INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART
THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

ANTHONY R. YEARRA
CITY MANAGER/CITY TREASURER
CITY OF SOUTH EL MONTE

DATE

CITY PLANNER'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE TENTATIVE MAP OF PARCEL MAP NO. 83104 WAS APPROVED AT A MEETING
HELD ON THE 10TH DAY OF SEPTEMBER, 2020. I HEREBY CERTIFY THAT THIS MAP SUBSTANTIALLY
COMPLIES WITH THE PREVIOUSLY APPROVED MAP.

MANUEL A. MANCHA
DIRECTOR OF COMMUNITY DEVELOPMENT,
CITY PLANNER

DATE

CITY SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT COMPLIES WITH ALL THE PROVISIONS OF
THE SUBDIVISION MAP ACT AND LOCAL SUBDIVISION ORDINANCES AND THAT IT IS TECHNICALLY CORRECT.

DAVID G. KNEEL
CONTRACT SURVEYOR, CITY OF EL MONTE
P.L.S. NO. 5301

DATE



COUNTY OF LOS ANGELES CERTIFICATIONS AND SEALS:

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE
REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

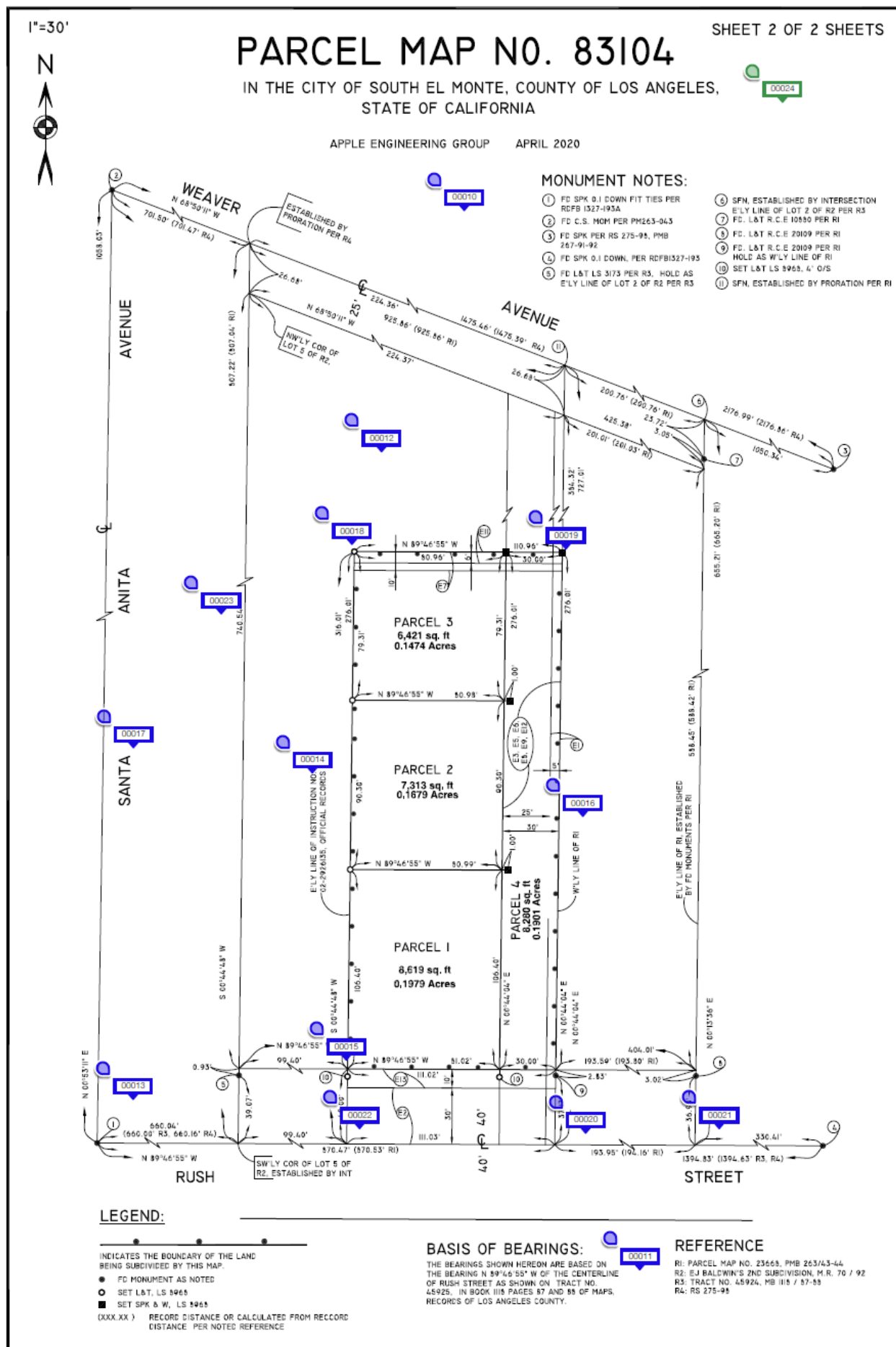
BY _____ DATE _____
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE
EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE
PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF
TRACT NO. 77110 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DATE _____
DEPUTY





Appendix 5 –REFERENCE LETTERS



*Gateway
to the
San Gabriel Valley*

*111
South First Street
Alhambra
California
91801*

*626
570-5010*

*FAX
281-2248*

City of Alhambra

Office of the City Manager

12.05.2024

I am pleased to write this letter of recommendation for Transtech Engineers, Inc., a valued partner of the City of Alhambra for nearly 30 years. Since 1993, Transtech has provided high-quality services across a range of areas, including City Engineering, Traffic Engineering, Building and Safety, CIP Management, Grant Writing and Administration, and more.

Transtech's professionalism, expertise, and commitment to exceptional service have made them an integral part of our City's operations. Their team has consistently delivered excellence in roles such as Building Official, Permit Technician, Building Inspector, Plan Check/Review, City Engineer, and City Traffic Engineer. Additionally, their support for Public Works and Community Development through planning, design, construction management, and inspection has been invaluable.

What sets Transtech apart is their dedication to customer service and responsiveness. Whether working with City staff, residents, or stakeholders, Transtech exemplifies a collaborative and solution-oriented approach that builds trust and fosters strong relationships. Their team's expertise is matched by their professionalism and genuine care for the community they serve.

Over the years, Transtech has played a vital role in managing and executing key projects that have shaped Alhambra's growth and infrastructure. Their attention to detail, ability to navigate complex challenges, and commitment to delivering high-quality work make them a trusted and dependable partner.

The City has consistently been impressed with Transtech's ability to exceed expectations. Their leadership, principal-level involvement, and focus on customer care ensure that every interaction is met with professionalism and a strong sense of purpose. Their ability to integrate seamlessly into our operations and meet the evolving needs of our City is a testament to their expertise and dedication.

It is with great confidence that I recommend Transtech Engineers, Inc. to any organization seeking a reliable, innovative, and community-focused partner. Their nearly three decades of service to Alhambra speak to their exceptional capabilities and unwavering commitment to excellence.

If you have any questions or require additional information, please do not hesitate to contact me at 1-626-570-3257.

Sincerely,

Lucy Garcia
Assistant City Manager
Management Services Department
lgarcia@alhambraca.gov



PRINTED ON RECYCLED PAPER

MAYOR:
STEVEN LY

MAYOR PRO TEM:
MARGARET CLARK

COUNCIL MEMBERS:
SANDRA ARMENTA
SEAN DANG
POLLY LOW



City of Rosemead

8838 E. VALLEY BOULEVARD
ROSEMEAD, CALIFORNIA 91770
TELEPHONE (626) 569-2100
FAX (626) 569-2303

December 2, 2024

RE: Trantech Engineers, Inc. – Letter of Recommendation

To whom it may concern,

It is my pleasure to provide this letter of reference for Trantech Engineers, Inc., a firm that has become a vital partner to the City of Rosemead. Their professionalism, technical expertise, and unwavering commitment to excellence have been instrumental in supporting our City's infrastructure, operations, and community services in both the Public Works and Community Development Departments.

Trantech provides comprehensive City Engineering and Building and Safety services to Rosemead, which include roles such as Building Official, Plan Check, Building Inspection, Public Works Engineering, Traffic Engineering, CIP Management, Construction Management, and Grant Writing and Administration. In addition, they support the City with as-needed professional services like project planning, design, management, and inspection.

Their contributions to our Capital Improvement Program (CIP) have been remarkable, helping us complete a variety of projects ranging from infrastructure upgrades to park enhancements and pavement rehabilitation. Trantech's ability to guide projects from concept to completion, while ensuring compliance with all technical and regulatory requirements, has been invaluable.

Their Building and Safety team consistently demonstrates their expertise through efficient plan reviews, thorough inspections, and responsive customer support. By integrating modern solutions such as an electronic portal and providing counter services, Trantech has streamlined our processes and ensured accessibility for residents, applicants, and businesses.

What sets Trantech apart is their strategic approach to securing funding for key City projects. Their efforts have resulted in substantial grant awards, including over \$100 million for the 710 North Corridor Mobility Improvements Project. These achievements are a testament to their ability to deliver results that align with the City's goals and priorities.

Trantech's team has always been approachable, responsive, and deeply committed to serving the Rosemead community. Whether collaborating with City staff or interacting with residents, their professionalism and dedication shine through in every aspect of their work. They have truly become an extension of our City team, ensuring that our shared vision for Rosemead's growth and development becomes a reality.

Additionally they have been great community partners in supporting various community related events and initiatives that are important to the City such as backpack giveaway for the youth, participating in school initiatives, and more.

Based on my experience, I highly recommend Transtech Engineers, Inc. Their expertise, dedication to quality, and focus on customer service make them an outstanding partner for any city or organization.

Sincerely,



Ben Kim
City Manager



CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540 • FAX (626) 579-2107

December 3, 2024

In South El Monte, we value partnerships that reflect our community's commitment to collaboration, dedication, and progress. Transtech Engineers, Inc., a trusted partner since 2016, embodies these qualities in their work with our City, providing expertise and proactive solutions that support our Public Works and Community Development Departments.

Transtech delivers comprehensive City Engineering and Building and Safety services, including City Engineer, Traffic Engineer, Building and Safety, CIP Project Management, Public Works Engineering, Construction Management, Grant Writing and Administration, and as-needed professional services. Their seamless integration into City operations has allowed us to provide exceptional services to residents and businesses.

As part of the City's Capital Improvement Program (CIP), Transtech provides turn-key project management from inception to construction. Their team has successfully delivered complex projects, including pavement rehabilitation, traffic signal improvements, sidewalks, parks, and facilities enhancements. With a focus on quality and community impact, they ensure projects are completed efficiently, on schedule, and within budget, while securing funding and maintaining regulatory compliance.

Transtech has also secured millions in funding and delivered transformative projects such as HSIP and ATP initiatives, improving traffic safety, accessibility, and infrastructure throughout South El Monte.

Their Building and Safety team excels in plan check services, ensuring compliance with all applicable codes and regulations. Through timely reviews, responsive counter support, and modern tools like an electronic portal, Transtech has made the process efficient and accessible for residents, businesses, and developers.

Beyond their technical expertise, Transtech actively engages with the community, supporting events, youth programs like Harvard Day, and organizations through partnerships with the Chamber of Commerce. Their dedication to fostering strong connections reflects their genuine commitment to South El Monte's well-being.

Transtech's focus on quality, timeliness, and customer service has strengthened our ability to meet the needs of our growing community. I confidently recommend Transtech Engineers, Inc. Their dedication to excellence and community engagement continues to make a lasting impact in South El Monte, and I am certain they would be an invaluable asset to any organization.

Sincerely,

Rene Salas, City Manager

Appendix 6 – ADDITIONAL RESUMES

MICHAEL DAVID LLOYD, PE, TE, QSD, QSP, Sr. Engineer



Education

- MS Civil Engineering, Texas A&M University
- BS Civil Engineering, Southern Methodist University
- MS Public Policy, Georgetown University

Registrations/Certifications

- Licensed Civil Engineer
- Licensed Traffic Engineer
- QSD, QSP

Highlights

Mr. Lloyd has over 30 years of experience, including working in both public and private sector. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

Mr. Lloyd has worked for the City of Moreno Valley for 18 years and been responsible for the programming, designing and delivery of multi-disciplinary capital improvement program projects, and served in various capacities as:

- Assistant City Manager responsible for Public Works and Community Development Departments
- Public Works Director
- City Engineer Land Development Division Manager
- Land Development Engineer
- Sr. Engineer
- Civil Design Engineer
- Traffic Engineer
- CIP Project Manager
- Construction Manager

As part of his responsibilities, Mr. Lloyd has:

- Maintained regular communications with developers and business owners working within the City to ensure satisfactory project progress.
- Represented the City at WRCOG committees.
- Oversaw upgrades to Accela / Digital Plan Room that streamlined the submittal process.
- Oversaw the restructuring of Moreno Valley Utility and staffing of new positions.
- Assisted with the restaffing of the Business and Safety Division, Planning Division, and Community Enhancement Division.
- Ensured City Council priorities are addressed in a timely manner with positive outcomes.
- Oversaw Department's preparation and submittals for various grant applications consistent with City Council priorities and the CIP.

ZIAD Y. MAZBOUDI, PE, QSD, QSP, CPSWQ, CPESC, LEED AP, D.WRE, Sr. Engineer



Education

- BS in Civil Engineering

Registrations/Certifications

- Registered Civil Engineer, QSD, QSP, CPSWQ, CPESC, LEED AP

Highlights

Mr. Mazboudi has 34 years of progressively responsible, diversified experience in public works, engineering, utilities, development engineering, facilities maintenance, sustainability, environmental programs and project management in both the public and private sector, supported by a strong educational background in civil engineering, geographic information systems, water quality/urban runoff, and environmental programs. His experience includes:

- City of San Clemente - PW Department, Deputy Director/Engineering
- City of San Juan Capistrano - PW/Utilities Department, Senior Civil Engineer
- City of Westminster - PW Department, Associate Civil Engineer/Development Engineer
- City of La Habra - PW Department, Assistant Civil Engineer.

Special International Projects:

- US Green Building Council (www.usgbc.org), Egyptian Green Building Council (EGBC)
Represented the US Green Building Council, to assist in the formation of the EGBC. Provided lectures on the role of government in Green Building and on the US Green Building Program, LEED.
- USAID International Development Agency (www.usaid.gov), In partnership with USAID and ICMA Kingdom of Jordan Commercial/Industrial Environmental Audit
In partnership with USAID and ICMA, developed a training manual for the audit of commercial and industrial facilities in Jordan. Performed audits in Jordan and provided recommendations to the Minister of the Environment and the Minister of Local Government.

JEFFREY KAO, PE, CBO, CASp, Sr. Engineer (CASp Review Support)



Education

- MS, BS Civil Engineering, Cal Poly

Registrations/Certifications

- Registered Civil Engineer; CASp
- ICC Certified Building Official, California Building Plans Examiner, CalGreen Inspector, CalGreen Plans Examiner, Mechanical Plans Examiner, Plumbing Plans Examiner, Building Inspector

Highlights

Mr. Kao has over 20 years of experience and has been working at Transtech as Deputy Building Official, Senior Plans Examiner, On-Site Over the Counter Plans Examiner and performed plan checks for a variety of residential and commercial projects in Cities of Alhambra, South Pasadena, and Temple City. Mr. Kao has broad knowledge of building and safety operations, including working in the capacity of Deputy Building Official and Plans Examiner. His past experience includes working as a structural engineer for 4 years at a structural design firm.

AZITA FAKOORBAYAT, PE, Sr. Engineer (PM Support)



Education

- BS in Civil Engineering

Registrations/Certifications

- Registered Civil Engineer

Highlights

Ms. Fakoorbayat has over 25 years of experience. She has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

Recent Experience with Transtech's contract Cities:

Contract CIP Project Manager, City of Chino: As contract CIP Project Manager, coordinate various CIP projects throughout project design phase, including concrete, asphalt, storm drain, sewer, water, grading, traffic signal, accessibility. Conduct design review, PS&E review, constructability and biddability review, and manage design phase of various CIP projects, and manage and coordinate various CIP projects with various design engineers to ensure project design phases are completed within time and budget, and proceed with construction.

Public Agency Experience:

- Principal Engineer, City of Costa Mesa, CA
- As Principal Engineer, perform a broad range of highly complex and professional
- Civil Engineer I, Pierce County Public Works Utilities and Transportation
- Services, Design Section, Tacoma, WA
- Assistant City Engineer, City of Sumner, Sumner, WA

Private Consulting Experience:

- Senior Project Manager, Afb Group, Laguna Niguel, Ca
- Senior Project Manager, Berryman & Henigar, Santa Ana, Ca
- Project Manager, CNC Engineering, Newport Beach, Ca
- Senior Design Engineer/ Project Manager, Harding Lawson Associates Group Inc., Bellevue, Wa

DENNIS TARANGO, ICC Certified CBO (Building Review Support)



Education

- Cal Poly, Engineering

- Fresno State BA
- Rio Hondo College

Registrations/Certifications

- ICC Certified Building Official, Plans Examiner, Commercial Building Inspector, Building Inspector UBC, Fire Plans Examiner; ICC Sustainability Membership Council Governing Committee

Highlights

Experience in large complex projects (partial list) in which building official oversight was provided:

- San Manuel Casino, Refresh Project (\$200M)
- County of Riverside Economic Development Agency, Facility Evaluations
- Pacific Plaza (Project Value: \$30.3M)
- The Alhambra (Project Value: \$57.8M)
- Casita de Zen (Project Value: \$21M)
- Main Street Collection (Project Value: \$23M)

BAHMAN JANKA, TE, Sr. Traffic Engineer (Traffic Review Support)**Education**

- MS, BS in Civil Engineering

Registrations/Certifications

- Registered Traffic Engineer

Highlights

Mr. Janka has over 35 years of experience in Traffic Engineering and Transportation Planning.

He has served as City Traffic Engineer and Transportation Director for public agencies, including:

- City of Pasadena, California: Transportation Administrator
- City of Santa Clarita, California: City Traffic Engineer
- City of Fremont, California: Associate Transportation Engineer
- City of Palo Alto, California: Associate Transportation Engineer
- Entranco Engineers, Bellevue, Washington: Transportation Engineer.

ALI F. ZAGHARI, PE, PMP, Sr. Engineer (Support in Caltrans Permit Involved Projects)**Education**

- MS, BS in Civil Engineering

Registrations/Certifications

- Registered Civil Engineer

Highlights

Mr. Zaghari has over 35 years of experience in Transportation Management & Operations at various capacities in the California Department of Transportation (Caltrans). His career path includes a number of key managerial positions in Caltrans leading to his last position as the Deputy District Director (DDD) for Traffic Operations at Caltrans District 7 in Los Angeles. As a member of District 7 Executive Team, Mr. Zaghari was responsible for policy, development and implementation of the traffic operations assets and the safe mobility of all users of the State Highway System (SHS) consisting of approximately 1500 center miles of freeways and conventional highways in Los Angeles and Ventura counties. He managed an operating budget of approximately \$70M encompassing both operations management and capital outlay support needs. The organization under his leadership included critical functions such as Intelligent Transportation Systems (ITS), Traffic Design, District Traffic Manager (DTM), Corridor Management, System Performance, and Encroachment Permits.

MELISSA DEMIRCI, RSP, Principal, Municipal Services Contract Manager, Grants Coordinator**Education**

- BS Civil Engineering, Cal Poly Pomona

Registrations/Certifications

- Licensed Roadway Safety Professional

Highlights: Ms. Demirci has over 15 years of experience in Contract and Project Management. She oversees our municipal contracts and will service as the Contract Principal for this contract. She has her BS Degree in Civil Engineering from Cal Poly Pomona. She coordinates and interfaces with Transtech's Building and Safety Division to develop special projects to ensure a successful applicant experience during the plan review, permit issuance and inspection process. Her prior experience includes working at the City of Los Angeles, Mayor's Office Energy and Environment Team.

*Optional and if requested by City – Development Permit Inspection Support Staff:***CRAIG M. WHEELER, Sr. Field Construction Manager/Inspector****Education:** BA

Registrations/Certifications: NASSCO-Certified Inspector (Pipeline, Lateral and Manhole Assessments); Licensed A General Eng. Contractor

Highlights: Mr. Wheeler has more than 30 years of experience in engineering and construction in both the public and private sectors. He has provided project management and inspection services on a wide variety of public works projects. His experience includes pavement rehab, ADA, sidewalk, curb&gutter, grading, wet and dry utilities, roadway reconstruction and resurfacing, bridge construction and rehabilitation, water and sewer lines, RCP or RCB storm drains, pump stations, booster pump stations, street lights, traffic signals-new and upgrade/modifications, parks, parking lots, structures and other related types of projects. As a project manager and construction inspector, Mr. Wheeler's responsibilities include site observation and construction quality assurance and control, ensuring general site safety, preparing daily reports, photo documentation, monitoring SWPPP and BMP implementation, providing daily updates to the City project manager, providing recommendations and responses for contractor RFIs, assisting with submittal and shop drawing reviews, tracking quantities, and conducting progress payment reviews. He has inspected projects that are funded with State and Federal Funds and is familiar Caltrans LAPM for Contract Administration.

EARL FRASER, Registered Constr. Inspector, QSP, Sr. Field Construction Manager/Inspector**Education:** BA

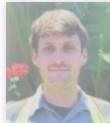
Registrations/Certifications: Registered Construction Inspector by American Construction Inspectors Association; QSP (Construction General Permit Qualified SWPPP Practitioner)

Highlights: Mr. Fraser has approximately 30 years of experience. He is a Registered Construction Inspector by American Construction Inspectors Association. He is also certified as QSP (Construction General Permit Qualified SWPPP Practitioner). His experience includes inspection local roads, pavement rehab, ADA, grading wet and dry utilities. As Sr. Inspector/Construction Manager, he performs a wide variety of tasks to ensure the project progresses on schedule, is in compliance with approved plans and specifications, and effective communication and information flow is maintained with project participants. He has inspected projects that are funded with State and Federal Funds, and is familiar Caltrans LAPM for Contract Administration.

JEFFREY HIRSH, Sr. Field Construction Manager/Inspector**Education:** SDSU, College Level Classes

Registrations/Certifications: Cal OSHA 10 hour construction certified; Construction Site Storm Water Training

Highlights: Jeffrey Hirsh has approximately 25 years of experience in general engineering/public works and building construction projects. He has worked in the capacity of foreman, site superintendent and project manager. In these capacities, he has been involved in a wide variety of private and public works construction projects in Type A (General Engineering) and Type B (Building) construction. He has knowledge of standards and procedures for public agencies, including the Green Book, Caltrans, and has extensive experience in traffic control, safety and OSHA compliance requirements. Mr. Hirsh also has experience in inspecting federally funded projects to ensure compliance with the Caltrans LAPM. Jeffrey's prior experience includes: 2013-2014, PSBI Parking Structure Construction: Sr. Superintendent; 1995-2013, Harwood Homes, Inc. Managed 35 Development Projects; 1992-1995, Overland Company: Site Superintendent – SFR Tract Home Development; 1985-1992, Cambridge Development: Site Superintendent/Assistant Superintendent

JAMES PAGANI, DSA Certified Accessibility Specialist, CHST, Field Construction Manager/Inspector**Education:** BA, Goucher College

Registrations/Certifications: BCSP Constr. Health and Safety Technician; CalOES SAP Evaluator; DSA Certified Accessibility Specialist; FEMA Training: IS-3, IS-100.PWB, IS-200.b, IS-325, IS-552, IS-556, IS-700.a, IS-800.a, IS-803, IS-806, IS-809, IS-907; ICC: Building, Electrical, Mechanical, Plumbing; OSHA 30 Hour Trained

Highlights: Mr. Pagani has approximately 15 years of experience in public works construction management and inspection. Mr. Pagani has thorough knowledge and understanding of construction both on the jobsite and in the office, experience working with the various trades, designers, and managers of many different types of projects. Examples of his project experience as Public Works Inspector/Construction Manager includes: City of Rialto, Public Works Encroachment Permit Inspections; City of South El Monte, Public Works Encroachment Permit Inspections; Primrose Park Improvements, City of Temple City; FY 20/21 Pavement Rehab, City of West Covina; Previous Experience -Koury Engineering, Combination Inspector.

ROBERT RUIZ, Sr. Inspector

Education: Mt. San Antonio College, General Education; California State University, Sacramento - Home Courses-Water Distribution Systems Operation and Maintenance, Water Treatment Plant Operations; Storm Water Training

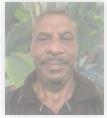
Highlights: Mr. Ruiz has approximately 30 years of experience in general engineering/public works and building construction projects. He has worked in the capacity of foreman, site superintendent and project manager. In these capacities, he has been involved in a wide variety of private and public works construction projects in Type A (General Engineering) and Type B (Building) construction. Mr. Ruiz worked as with a number of agencies, including Federal Highways, State of California, County of Riverside, County of San Bernardino, County of Riverside, San Bernardino, EVMWD, Coachella Valley Water District, Golden State Water and other Special Districts throughout California. He has knowledge of standards and procedures for public agencies, including the Green Book, Caltrans, and has extensive experience in traffic control, safety and OSHA compliance requirements.

Mr. Ruiz also has experience in inspecting federally funded projects to ensure compliance with the Caltrans Local Assistance Procedures Manual. He also has extensive experience in communicating/working with the public/adjacent property owners, and being proactive in dealing with complaints and comments and minimizing project impacts.

ROBERT GARCIA, Sr. Inspector

Education: California State University, Los Angeles, Continuing Education/Public Works Construction Inspection Course; California State University, Sacramento, Water Program/Operation and Maintenance of Wastewater Collection Systems

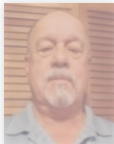
Highlights: Mr. Garcia has approximately 30 years of experience, of which 20 years has been working as the City Public Works Inspector for the City of Palmdale. His experience includes inspecting of all types of public works construction project: roadway construction, pavement rehabilitation, signals, grading, storm drains, sewer mains, concrete structures, sidewalks, and gutters. He also worked on county, state and federal funded projects. Mr. Garcia provided public works inspection services to the following Transtech client Cities: City of Hesperia, Public Works Inspector; City of Commerce, Public Works Inspector.

ROBERT MINES, Sr. Inspector

Education: UCLA, Certificate in Construction Management; Ventura College, Psychology

Highlights: Mr. Mines has approximately 35 years of experience in general engineering/public works and building construction projects. He has worked as construction management and project inspector for a number of agencies including LA Metro, City of LA Public Works, City of LA Airports and City of LA Water and Power. His experience includes all types of public works improvements including pavement rehabilitation (asphalt and concrete), water, sewer, storm drain, traffic signals, striping, grading, utilities. Mr. Mines has knowledge of standards and procedures for public agencies, including the Green Book, Caltrans, and has extensive experience in traffic control, safety and OSHA compliance requirements. He has knowledge of standards and procedures for public agencies, including the Green Book, Caltrans, and has extensive experience in traffic control, safety and OSHA compliance requirements. Mr. Hirsh also has experience in inspecting federally funded projects to ensure compliance with the Caltrans LAPM. Prior to joining Transtech, Mr. Mines worked for the City of Los Angeles Public Works Department, and for City of Los Angeles Water and Power for approx. 30 years. Mr. Mines' experience as construction manager, project manager and public works inspector includes:

- FY 23-24 Pavement Rehabilitation Project, City of Commerce: Pavement rehabilitation (asphalt), concrete curb and gutter, sidewalk, curb ramps, signage and striping and related work. Project Cost: \$8.0 M.
- Clean California Cycle 1 City Beautification Project, City of Commerce: Concrete landscape medians, irrigation, pavement rehabilitation, signage and striping. Cost: \$1.5 M.
- Citywide Traffic Signal Improvements (HSIP), City of Commerce: TS modifications at various signalized intersections. Cost: \$2.2 M.
- Senior Construction Manager & Inspector, MARRS Corp
- Project Superintendent | Thorpe Development West
- Construction Inspector, City of Los Angeles/Public Works
- Underground Distribution Construction Mechanic, City of Los Angeles/Water and Power
- Maintenance and Construction Helper, City of Los Angeles/Airports
- Special Program Assistant, City of Los Angeles/Recreation and Parks

CLEMENTE ELIZALDE, Traffic Signal Inspector

Education: San Bernardino Valley College, with a Major in Radio/Television, Communications and Electronics; Chaffey College, with a major In Industrial Electricity, Motor starters and Operational amplifiers

Registrations/Certifications: Certified International Municipal Signal Association "IMSA" level III Technician

Highlights: Mr. Elizalde has over 30 years of experience in Traffic Signal Systems inspection, maintenance and installation. His previous experience includes working at City of San Bernardino, 1985 to 2018, Traffic Signal Maintenance Department, various positions: Street Lighting Electrician; Traffic Signal Technician II; Traffic Signals Technician III; Lead-Person for Traffic Signals, Street Lighting and Signs.; Street Signal/Lighting and Signs Supervisor

ANDY CARLTON, Inspector

Education: Computer Science, California State University, Fullerton

Highlights: Mr. Carlton has approximately 15 years of experience, of which 5 years are in Inspection. Mr. Carlton works as Public Works Inspector capacity at various Transtech client cities, which include Temple City, Commerce, South El Monte as Public Works Inspector issuing encroachment permits to various public works projects. His inspection experience in this capacity includes steel, masonry, concrete sidewalks, curb ramps, curb & gutter, driveways, on-site & off-site grading, trenching, traffic control measures, and street pavement. Recent projects representative of Mr. Carlton's recent PW inspection experience include: City of Pico Rivera, METRO, Hot Spots Intersection Improvements Rosemead Boulevard at Slauson Avenue; City of Commerce, Atlantic Boulevard Improvements as part of METRO Call for Projects; City of South Gate, Safe Routes to School (SR2S) Cycle 10 Improvements Project.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2025

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Sandy Peters PHONE (A/C, No, Ext): 626-696-1901 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com
INSURED Transtech Engineers, Inc. 909-595-8599 13367 Benson Ave Chino CA 91710-3009	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty and Surety Co of America INSURER B: Travelers Property Casualty Company of America INSURER C: The Travelers Indemnity Company of Connecticut INSURER D: Hartford Casualty Insurance Co. INSURER E: INSURER F:

License#: 6003745
TRANENG-09**COVERAGES****CERTIFICATE NUMBER:** 78597044**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6805H737478	12/31/2024	12/31/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NoOwnedAutos <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA3R067451	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP4F17434A	12/31/2024	12/31/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	57WEGAA508A	9/1/2024	9/1/2025	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			107328311	12/31/2024	12/31/2025	Per Claim \$2,000,000 Aggregate Limit \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.
Re: All Operations of the Named Insured
City of Buena Park, its elected officials, officers, agents, employees, and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability and Auto Liability are Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER**CANCELLATION** 30 Day Notice will be sent to holderCity of Buena Park
6650 Beach Boulevard
Buena Park CA 90621

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sandy Peters

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG D3 61 03 05

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DATE OF ISSUE: 11/15/2024

Page 1 of 1

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 57WEGAA5O8A

Endorsement Number:

Effective Date: 09/01/2024

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Transtech Engineers, Inc.
13367 Benson Ave
Chino, CA 91710-3009

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Sandy Peters

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS

CITY OF BUENA PARK 6650 BEACH BLVD.
BUENA PARK, CA 90621

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that designated person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **5., Other Insurance**, in **B., General Conditions**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule Of Additional Insured Persons Or Organizations is the first named insured when the written contract or agreement between you and that designated person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

EXHIBIT E

ATTACH CONSULTANT'S FEE PROPOSAL DATED MARCH 3, 2025,
BEHIND THIS PAGE

Submitted To
City of BUENA PARK

Public Works Department
6650 Beach Boulevard
Buena Park, CA 90621

**Attn.: Deepthi Arabolu, P.E.,
Assistant City Engineer**

per RFP requirement, 3 bound and
1 unbound copies, and 1 pdf file on USB
is submitted



Fee Proposal (Hourly Rates)

ENGINEERING ENTITLEMENT PRIVATE DEVELOPMENT PLAN REVIEW SERVICES



Submitted By
TRANSTECH Engineers, Inc.

Contact Person for this Proposal:
Ahmad Ansari, PE, Contract Principal
E: ahmad.ansari@transtech.org
C: 949-702-5612



March 3, 2025

City of BUENA PARK

Public Works Department

6650 Beach Boulevard; Buena Park, CA 90621

Attn.: Deepthi Arbolu, P.E., Assistant City Engineer

Fee Proposal (Hourly Rates), ENGINEERING ENTITLEMENT PRIVATE DEVELOPMENT PLAN REVIEW SERVICES

Dear Ms. Arbolu:

As required, Fee Rates is submitted as a separate file.

Thank you for the opportunity to submit this proposal. Should you have any questions, or require additional information, please contact us.

Sincerely,

Ahmad Ansari, PE, Contract Principal

E: ahmad.ansari@transtech.org; C: 949-702-5612

Following is Transtech's current Fee Schedule/Rates (Rates all inclusive, no additional cost is charged for travel, copying, etc.):

<p align="center">TRANSTECH ENGINEERS, INC. SCHEDULE OF HOURLY RATES Effective: July 1, 2024 - June 30, 2025</p>	
<p align="center">Rates are average ranges, negotiable and can be adjusted to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.</p>	

ENGINEERING	
Field Technician	\$88 - \$98
Engineering Technician	\$98 - \$109
Assistant CAD Drafter	\$109 - \$124
Senior CAD Drafter	\$124 - \$140
Associate Designer	\$140 - \$155
Senior Designer	\$155 - \$171
Design Project Manager	\$196 - \$206
Assistant Engineer	\$119 - \$129
Associate / Staff Engineer	\$150 - \$165
Senior Civil Engineer	\$206 - \$227
Traffic Analyst Technician	\$103 - \$114
Associate Traffic Analyst	\$155 - \$165
Senior Traffic Analyst	\$165 - \$176
Professional Transportation Planner	\$176 - \$191
Traffic Engineer Technician	\$98 - \$109
Associate/Staff Traffic Engineer	\$150 - \$165
Traffic Engineer	\$176 - \$191
Senior Traffic Engineer	\$191 - \$212
Project Manager	\$191 - \$212
Senior Project Manager	\$212 - \$227
Deputy City Engineer	\$176 - \$196
City Engineer	\$196 - \$212
Principal Engineer	\$212 - \$233
BUILDING & SAFETY	
Permit Technician	\$78 - \$88
Plan Check Technician/Analyst/Supervisor	\$129 - \$145
Building Inspector	\$119 - \$134
Senior Inspector	\$129 - \$145
Plans Examiner/Checker	\$145 - \$160
Plan Check Engineer	\$155 - \$176
Deputy Building Official	\$165 - \$176
Building Official	\$171 - \$186

CONSTRUCTION MANAGEMENT	
Labor Compliance Analyst	\$150 - \$160
Funds Coordinator	\$155 - \$165
Office Engineer	\$150 - \$160
Construction Inspector	\$145 - \$155
Senior Construction Inspector	\$155 - \$165
Construction Manager	\$176 - \$191
Resident Engineer	\$191 - \$206
PUBLIC WORKS INSPECTION	
Public Works Inspector	\$145 - \$155
Senior Public Works Inspector	\$155 - \$165
Supervising PW Inspector	\$165 - \$176
SURVEY AND MAPPING	
Survey Analyst	\$155 - \$160
Senior Survey Analyst	\$160 - \$165
2-Man Survey Crew	\$357 - \$372
Survey & Mapping Specialist	\$191 - \$207
Licensed Land Surveyor	\$217 - \$227
FUNDING & GRANT WRITING	
Funds Analyst	\$150 - \$155
Senior Funds Analyst	\$155 - \$165
Grant Writer	\$171 - \$176
Funds & Grant Project Manager	\$191 - \$202
PLANNING	
Community Development Technician	\$83 - \$93
Planning Technician	\$93 - \$103
Assistant Planner	\$103 - \$124
Associate Planner	\$124 - \$145
Senior Planner	\$150 - \$171
Planning Manager	\$176 - \$196
ADMINISTRATIVE STAFF	
Administrative/Clerical	\$72 - \$83
Project Accountant	\$83 - \$93

The above fees are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.

CITY OF BUENA PARK

COUNTY OF ORANGE
STATE OF CALIFORNIA



REQUEST FOR QUALIFICATIONS (RFQ)

ENGINEERING ENTITLEMENT
PRIVATE DEVELOPMENT PLAN REVIEW SERVICES

Proposal Due Date: MARCH 3, 2025 BY 3:00 PM

RFQ Administrator: Deepthi Arabolu, P.E.,
Assistant City Engineer
Public Works Department
T: (714) 562-3679
darabolu@buenapark.com

Interested parties may obtain a copy of this RFQ by emailing the RFQ Administrator

ISSUED: JANUARY 30, 2025

The City of Buena Park (“City”) is seeking a qualified firm “CONSULTANT” to perform professional engineering entitlement plan reviews, specializing in private development and engineering plan review services, for the Public Works Engineering Division. The selected firm will be expected to provide plan reviews and approval of private development projects (Construction, Grading and Erosion Control, Street Improvement, Landscape, Final Map, Parcel Map, Lot Line Adjustment, Easement and Right-Of-Way Dedication, Encroachment Agreement, Flood and Storm Water Management, etc.), including reviewing and approving all related plans for entitlement purposes. The consultant shall perform services efficiently, minimizing time spent on plan set reviews to avoid delays and excessive plan check fees for developments.

The City is looking to utilize electronic plan check and processing software, as part of the scope of the RFP. Prospective consultants are highly encourage to include electronic plan check software and processes as part of their proposals.

This Request for Qualifications (RFQ) will be evaluated based on the Consultant’s qualifications and City selection.

MINIMUM QUALIFICATIONS

The relevant qualifications for the engineering consultant:

1. Professional Licensing & Certification
 - California-licensed Professional Engineer (PE) in Civil Engineering.
 - Desired Certification in Floodplain Management (CFM)
 - Desired Qualified Stormwater Developer (QSD) / Qualified Stormwater Practitioner (QSP)
 - Desired California-licensed Professional Land Surveyor (PLS).
2. Experience & Expertise
 - Minimum 5 years of experience in private development plan review for public agencies.
 - Strong knowledge of California Subdivision Map Act, CEQA, NPDES regulations, and ADA compliance.
 - Expertise in reviewing construction, grading, drainage, stormwater, street improvement, and landscape plans.
 - Familiarity with California Building Code (CBC), Green Building Standards, and Public Works standards, Greenbook Standards, and Orange County Public Works (OCPW) Standards.
3. Technical Proficiency
 - Proficiency in AutoCAD, Bluebeam, GIS, and electronic plan check software.
4. Regulatory Knowledge
 - Understanding of state, federal, and local regulations, including stormwater management, right-of-way encroachments, and erosion control.
5. Project Management & Communication
 - Strong ability to manage multiple projects efficiently and meet review deadlines.
 - Excellent written and verbal communication skills for correspondence, reports, and coordination with developers and City staff.
6. Customer Service & Public Sector Experience
 - Experience collaborating with municipal agencies, developers, contractors, and the public.
 - Ability to provide clear guidance to applicants while ensuring compliance with City standards.

The scope of services shall include the following:

1. ENTITLEMENT PHASE

- Review of various engineering plans associated with private development applications such as Tentative Parcel or Tract Maps, Conditional Use Permits, and other planning cases.
- Review of preliminary grading, utility (sewer and water) and drainage plans to determine the impact of the proposed development on City facilities, including streets, drainage, grading, parking, pedestrian and vehicular circulation, clean water/erosion control aspects of projects and storm water issues.
- Review of on-site utilities and grading features.
- Review preliminary technical studies related to private development projects, including but not limited to Preliminary Hydrology/Drainage Study, Sewer Capacity Study, Water Capacity Studies, Preliminary Water Quality Management Plan and Traffic Impact Studies, VMT Technical Memos, Photometric Analyses.
- Review of other conceptual Improvement Plans related to the entitlement of the private development including streets, monuments, landscaping, and similar facilities.
- Review right-of-way (ROW) requirements for the proposed development including required ROW dedications and easements.
- Provide written comments and Conditions of Approval (COA) for all reviews.
- Participate in meetings with City staff to discuss project specifics.
- Participate in meetings on behalf of Engineering Division and Public Works as requested.

2. PERMITTING PHASE

- Review of private development final construction plans for compliance with City standards and codes and for approval and permitting.
 - The plans will include rough grading and precise grading plans, utility plans (sewer and water), drainage plans, including Best Management Practices (BMP's) recommended by the Water Quality Management Plan (WQMP).
- Review and approval of Final Hydrology and Hydraulic report, Final Water Quality Management Plan.
- Review of final subdivision maps, lot mergers and lot line adjustment, easement dedications to the City, etc. associated with the proposed private development.
- Provide written comments/conditions for all reviews.
- Participate in meetings on behalf of Engineering Division and Public Works as requested.
- Participate in meetings with City staff to discuss project specifics.

3. CONSTRUCTION PHASE

- Review of any of the construction plan changes due to field conditions etc.
- Review of dewatering plans.
- Review of shop drawings and material specifications for project compliance.

4. **DATABASE PORTAL**

- Creation of a database/web based portal to facilitate the electronic plan checks and processing of submissions.
- Database portal shall at a minimum have the capability to support numerous users.
- Database shall have be modular and allow of additions and modifications of fields as requested by the City.

The consultant shall have the ability to abide by the below plan check review period:

<u>Plan Submittal</u>	<u>Plan Check Turn-Around</u>
1st Plan Check	10 to 15 business days
2nd Plan Check	5 to 10 business days
3rd Plan Check	5 to 10 business days

For larger and more complex projects such as residential developments greater than 150 homes, one additional work-week for the 1st and 2nd plan check shall be provided, if necessary, to complete a thorough plan check. Consultant shall have the flexibility to modify plan check priorities as requested by the City.

The Consultant shall maintain all files for a period of five years and copies of requested files will be furnished to the City upon request.

TERM OF SERVICES

A fully executed Professional Service Agreement (Attachment A) will be effective tentatively on April 22, 2025 and continue for a term of three (3) years. The City Manager or his/her designee shall have the option to extend said Agreement for up to two (2) additional years in one-year increments for a total of five (5) years.

The City of Buena Park makes no warranty or guarantee regarding the number, type, or extent of projects requested by the individual/firm selected. In the past, an average need for such services varied between 20 to 30 hours per week.

The following represents the schedule:

TASK	DATE
Release of RFQ	January 30, 2025
Deadline for Final Questions	February 14, 2025
City Response to Questions	February 20, 2025
Proposal Submission Deadline	March 3, 2025
Selection of Consultant	March 17, 2025
Interview (if needed)	March 25, 2025
Negotiations	March 31, 2025
Contract award by City Council	May 13, 2025

SUBMITTAL FORMAT & EVALUATION CRITERIA

The qualification letter should contain the requested information, but shall not be longer than 10 pages (not including attachments):

A statement of commitment to perform all plan checks within the following schedule:

<u>Plan Submittal</u>	<u>Plan Check Turn-Around</u>
1st Plan Check	10 to 15 business days
2nd Plan Check	5 to 10 business days
3rd Plan Check	5 to 10 business days

For larger and more complex projects such as residential developments greater than 150 homes, one additional work-week for the 1st and 2nd plan check shall be provided, if necessary, to complete a thorough plan check.

The Consultant shall maintain all files for a period of five years and copies of requested files will be furnished to the City upon request.

Most importantly, the Consultant shall include an electronic submittal and database software for multiple users to track work.

The selection of the firm or team will be based upon the proposal that demonstrates the most desirable combination of the following criteria and requirements:

- Describe your process of obtaining and returning plans from the City of Buena Park.
- Identify the firm's specific experience in performing electronic plan reviews for public agencies.
- Describe your firm's QA/QC process for performing the work.
- Indicate the name of the proposed project manager and that manager's specific municipal entitlement plan review and conditions of approval experience. Include three (3) client references, dates of service, and reference contact information.
- Indicate the point of contact and secondary point of contact for responding to City inquiries for comment clarifications and project status.
- Include a maximum of three (3) resumes: project manager and two development review engineers.
- Attach samples of plan review products for reference.
- Attach samples of database portal products for reference.

Submit a fee proposal that includes the following:

- Hourly rates for the project manager and development review engineer ONLY
- Include average hours required/needed

The City is under no obligation to award this project to the Consultant offering the lowest fee proposal. Evaluation criteria expressed in this RFQ solicitation may be used in the proposal evaluation process. In evaluating proposals, the City may consider the qualifications of the Consultants and whether the

proposals comply with the prescribed requirements. The size and scope of the project at hand may dictate the degree to which Qualifications-Based Selection processes are utilized.

The City reserves the right to determine whether a proposal meets the specifications and requirements of this RFQ and reject any that, in the City's sole opinion, fails to meet the detail or intent of the requirements. The City reserves the right to reject any/all proposals.

Responsive proposals may be evaluated according to each of the following Evaluation Criteria and scored accordingly:

Evaluation Criteria	Max Points
Understanding of work	30
Experience with similar work	30
Quality of staff	10
Capability of developing innovative/ advanced techniques	10
Financial responsibility	10
Demonstrated technical ability	10
Total	100

The above factors may be considered in evaluating qualifications. Upon selection of the most qualified consultant, the City will begin negotiations with that firm. If an agreement cannot be reached after a reasonable period, as determined by the City, the City will formally terminate negotiations with the firm and begin negotiations with next highest ranked applicant.

SUBMITTAL REQUIREMENTS

REGISTRATION:

All interested Consultants shall register with the RFQ Administrator by emailing Deepthi Arabolu at darabolu@buenapark.com.

PROPOSAL FORMAT:

Qualifications shall be submitted to the RFQ Administrator. Please note that part of the evaluation criteria takes Consultant's proposal responsiveness into consideration. Proposals missing the required components listed will be evaluated accordingly.

Qualifications received after the deadline will not be accepted. The subject line of the email should include the consultant's name and the title of this RFQ, "ENGINEERING ENTITLEMENT PRIVATE DEVELOPMENT PLAN REVIEW SERVICES."

All qualifications and requested compensation must remain valid for a minimum period of ninety (180) calendar days after the submission deadline. Responses may not be modified or withdrawn during this period of time except in accordance with this RFQ and with written permission granted by the City.

SUBMITTAL INFORMATION:

Proposals are due by **3:00 PM on MARCH 13, 2025** to the RFQ Administrator at the City of Buena Park. Postmarks will not be accepted.

RFQ Administrator: Deepthi Arabolu, P.E., Assistant City Engineer
City of Buena Park – Public Works Department
6650 Beach Boulevard
Buena Park, CA 90621
T: (714) 562-3679
Email: darabolu@buenapark.com

Four hard copies (3 bound, 1 unbound) and an electronic copy via USB of the proposal shall be submitted.

It is the responsibility of each Consultant to ensure their Qualifications are received before the stated deadline. The Public Works Department may be reached at (714) 562-3670 to verify receipt of proposals.

QUESTIONS, ANSWERS, AND ADDENDA TO RFQ:

Prior to the RFQ submission deadline, questions may arise regarding the specifications, procedural, and/or administrative matters. Please contact **Deepthi Arabolu at (714)562-3679 and/or darabolu@buenapark.com**. All Changes to the RFQ itself shall only be made by the City via a written addendum. All addenda will be published via email and shall become part of the RFQ document requiring response by the Consultant where indicated. All questions shall be received by the RFQ administrator by 2/14/25.

DRAFT AGREEMENT:

A standard draft template of the City's Professional Services Agreement is attached for review. Please note that general provisions and insurance requirements are not subject to change. If your firm is selected following the RFQ process, a final agreement will be prepared for approval and execution. At that time, you will need to provide current insurances certificates, which meet the requirements as listed in the agreement.

Acceptance of Terms and Conditions

Submission of a proposal indicates acceptance by the Consultant submitting the proposal of the terms, conditions and specifications contained in this RFQ and Draft Agreement, unless clearly and specifically stated otherwise in the completed Statement of Compliance.

Precedence of Terms and Conditions

All other terms and conditions of the Draft Agreement attached within this RFQ are hereby incorporated into the terms and conditions of this RFQ. In the event of a conflict of terms and conditions between the RFQ document and the draft agreement, the terms and conditions expressed in the Draft Agreement shall take precedence.

Public Record

Upon submission of a proposal and other materials for consideration by the City, such proposals and materials shall become the property of the City of Buena Park. Proposals may be subject to public inspection and disclosure pursuant to state and federal law after the award of a contract for this project. Prior to the RFQ deadline, proposals may be modified or withdrawn by an authorized representative of the Consultant by written notice to the RFQ Administrator.

Late Proposals

Any proposal which is not received by the City's Public Works Department (6650 Beach Boulevard, Buena Park, CA 90621) prior to the deadline date and time set forth in this RFQ shall not be considered. The City assumes no responsibility or liability for the transmission, delay, or delivery of a proposal by either public or private carriers.

Representations Not Binding

No verbal or written information that is obtained other than through this RFQ or its addenda shall be binding on the City. No employee of the City is authorized to interpret any portion of this RFQ or give information as to the requirements of the RFQ in addition to that contained in or amended to this written RFQ document.

Errors and Omissions

This RFQ cannot identify each specific, individual task required to successfully and completely implement this project. The City relies on the professionalism and competence of the Consultant to be knowledgeable of the general areas identified in the scope of work and to include in their proposals all materials, equipment, required tasks and subtasks, personnel commitments, staff-hours, labor, direct and indirect costs, etc. Consultant shall not take advantage of any errors and/or omissions in this RFQ document or in the firm's specifications submitted with their proposals. Where such errors or omissions are discovered by the City, full instructions will be given by the City in the form of an addenda.

Proposal Validity

Unless otherwise noted by the Consultant, all proposals shall be held valid for a period of 180 days.

Right of Rejection

The City reserves the right to: (1) Accept or reject any and all proposals or any part of any proposal, and to waive minor defects or technicalities in such; (2) Request clarification of any information contained in a proposal; (3) Solicit new proposals on the same project, or on a modified project, which may include portions of the original RFQ as the City may deem necessary; (4) Disregard all non-conforming, non-responsive, or conditional proposals, (5) Reject the response of any Consultant who does not pass the evaluation to the City's satisfaction, (6) Allow for the correction of errors and/or omissions; (7) Select the proposal that will best meet the needs of the City, and (8) Negotiate service contract and terms with the successful Consultant.

Non-Compliance

Consultant and/or proposals that do not meet the stated requirements for this project may be considered noncompliant and may be disqualified, unless such noncompliance is waived by the City. During the evaluation process, the City reserves the right to request additional information or clarification from those submitting proposals, and to allow corrections of errors and/or omissions.

Exceptions to Proposal Requirements

Consultant may find instances where they must take exception with certain requirements or specifications of the RFQ and/or Draft Agreement. All exceptions shall be clearly identified using the Statement of Compliance, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

Determination of Responsiveness

The City shall have sole authority in determining the responsiveness of any/all proposals. For proposals containing exceptions to specifications and/or requirements, the City shall have sole authority in determining the extent to which exceptions affect the responsiveness of any proposals.

No Obligation to Award

The City of Buena Park is not obligated to enter into a contract or agreement on the basis of any proposal submitted in response to this RFQ. City reserves the right to award multiple contracts for this project if it is deemed most advantageous to the City.

Bidder Reimbursement Prohibition

The City will not pay for any information herein requested, nor are they liable for any costs incurred by any vendors prior to award of a contract or purchase order. The City may require the finalist Consultant(s) to provide on-site presentations and demonstrations of the product(s)/service(s) proposed by the Consultant(s). All costs associated with the demonstrations or follow-up interviews are the sole obligation of the Consultant(s).

Gratuity Prohibition

Consultant shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City for the purpose of influencing consideration of this proposal. Submission of a proposal indicates Consultant certifies that they have not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the contract.

Contact with City Personnel or Entities

During the RFQ procurement process, proposal evaluation process and proposal selection process, the RFQ Administrator is to serve as the primary point of contact for all matters pertaining to this RFQ and project. Consultant shall not contact any City personnel or entities, other than the RFQ Administrator, for

matters regarding this project until conclusion of the entire procurement process, which shall be defined with an Agreement Award. Unauthorized contact may result in disqualification of proposals.

Indemnification and Release of Liability

Consultant, at its own expense and without exception, and to the maximum extent permitted by law, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and release in advance and hold harmless the City, its elected officials, officers, employees, and agents, with respect to any and all claims and liabilities of any nature or kind arising out of or incurred in connection with Consultant's participation in this RFQ process including: (i) submittal of a proposal; (ii) selection of a different Consultant; and/or (iii) Consultant's provision of services if Consultant is selected and enters an agreement with the City pursuant to this RFQ.

Insurance Requirements

The selected Consultant(s) for this project shall be required, prior to the execution of a contract, to furnish proof of insurance. The specific insurance types and limits depend on the project and can be found in the Draft Agreement of this RFQ solicitation.

Compliance with All Applicable Laws

Consultant declares that it shall comply with all licenses, statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted, including, but not limited to, appropriate state licensing and business licensing.

Compliance with California Labor Code

The work required pursuant to this RFQ may, in whole or in part, constitute "public works" as defined in Section 1720 of the California Labor Code. Therefore, unless advised otherwise in writing by the City prior to performing on any particular project, the Consultant shall comply with all applicable requirements of the California Labor Code including Sections 1720 through 1861 which require payment of prevailing wages, registering with the Department of Industrial Relations prior to execution of an agreement with the City, and maintaining certified payroll records, all as more fully set forth in Section 15.12 of the Draft Agreement.

Fee Schedule

Fee Schedule shall include any/all applicable licenses, insurance coverage, endorsements, bonding and if necessary, any wage compliance deemed necessary to perform the work or services as part of the project described in this RFQ. City will not be responsible for reimbursing the Consultant for any charges not included in the proposal pricing that are incurred in securing these requirements.

Subconsultant/Joint Ventures

The selected Consultant shall be the lead Consultant performing the primary functions of the Agreement. If any portion of the Agreement is to be performed by a subconsultant, this must be clearly set forth in the proposal submittal as to what part(s) is/are to be delegated. The City reserves the right to reject any proposal wherein use of subconsultant(s) significantly affects the ability of the Consultant to function as lead on the awarded agreement. The lead Consultant will, at all times, be responsible for the acts and errors or omissions of its subconsultants or joint participants and persons directly or indirectly employed by them. Acceptance or rejection of a Consultant's request to use subconsultants is at the sole discretion of the City.

DRAFT AGREEMENT

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**CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT**

DATE: May 13, 2025

SERVICES: Engineering Entitlement and Development Plan Reviews

PROJECT: Engineering Entitlement and Development Plan Reviews

PARTIES TO THE AGREEMENT:

“CITY”: City of Buena Park, a California Municipal Corporation

City Representative: Name:
Title:
Tel.:
Email:

“CONSULTANT”: [NAME], a [business entity, i.e. LLC, LP]

Consultant Representative: Name:
Title:
Tel.:
Email:

SUMMARY OF TERMS:

Start Date: May 13, 2025

End Date: May 13, 2028

Contract Value: \$

Services a “Public Work”: NO ☒ YES ☐

Community Workforce Agreement: NO ☒ YES ☐

Insurance Approved By Risk Management: NO ☐ YES ☐

APPROVED BY:
(select one)

☐ Department Head
Contract Value ≤ \$10,000

☐ City Manager
Contract Value ≤ \$80,000

☐ City Council
Contract Value > \$80,000
(“Levine Act Exhibit” Required)

**AGREEMENT MUST BE FIRST EXECUTED BY CONSULTANT BEFORE IT MAY BE
EXECUTED ON BEHALF OF THE CITY.**

**CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“*Agreement*”) is dated as of May 13, 2025, between the City of Buena Park, a California charter city (“*CITY*”), and [NAME OF CONSULTANT], a [BUSINESS ENTITY] (“*CONSULTANT*”). CITY and CONSULTANT are at times referred to herein jointly as “Parties” and individually as a “Party.”

1. TERM. The term of this Agreement shall commence on May 13, 2025 and shall remain in full force and effect until May 13, 2028 unless extended upon the mutual written agreement of the Parties or earlier terminated pursuant to Section 16.2 of this Agreement (“*Term*”).

2. SERVICES. Subject to the terms and conditions in this Agreement, CONSULTANT shall provide to CITY those services that are specifically described in Exhibit “A” (the “*Services*”). CITY may request changes or expansion of the Services (each a “*Modification*”) and in such cases the Modification to the Services, and any resulting increase or decrease in the Compensation to be paid CONSULTANT and/or any changes to the Schedule of Performance (defined below), shall be documented in a written amendment to this Agreement. Increases or decreases in Compensation resulting from any Modification to the Services shall be based on the rate specified in the Compensation Schedule (defined below), or if not specified in the Compensation Schedule at then-applicable prevailing market rate charged by CONSULTANT to other customers for the same service.

3. SCHEDULE OF PERFORMANCE. CONSULTANT shall commence providing the Services upon receipt of a written “Notice to Proceed” from the City Representative and CONSULTANT shall proceed only to the extent of such authorization. CONSULTANT shall perform all Services in the time required by the schedule of performance described in Exhibit “A” (“*Schedule of Performance*”), or if not specified in the Schedule of Performance in a timely and diligent manner reasonably acceptable to CITY.

4. COMPENSATION. The total compensation paid to CONSULTANT for complete performance of the Services, including any authorized reimbursable expenses, shall NOT EXCEED the total maximum sum of \$ [REDACTED] (“*Compensation*”). CONSULTANT shall be paid for performing the Services at the hourly rate, daily rate, flat fee, lump sum, or other basis specified in Exhibit “A” to this Agreement (“*Compensation Schedule*”). The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

5. PAYMENT.

5.1 Invoices. Each calendar month after CITY’s issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. (*Ex: invoices for Services rendered in January should be submitted in February*). The invoices shall describe in detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated, or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to CONSULTANT.

6. STANDARD OF SKILL. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care, workmanship, or conduct.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

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

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages of any kind arising out of or in any way related to CONSULTANT's provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY.

10.3 Indemnification for Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "*Claims*"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the

retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be \$4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

.2 Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

.3 Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

.4 Professional liability: \$2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer's Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively "*Additional Insureds*"). Additional Insured endorsements shall not: (a) be limited to "Ongoing Operations"; (b) exclude "Contractual Operations"; (c) restrict coverage to the "Sole" liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfaction of CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

.3 All insurance coverage shall cover CONSULTANT's operations pursuant to the terms of this Agreement.

.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to CONSULTANT by CITY.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by CITY or the City Representative. CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, CONSULTANT shall provide access to such books and records to the City Representative, or his or her designees, and shall give the City Representative, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and

“delegation” means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY’s prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT’s performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. Conflicts of Interest. CONSULTANT shall comply with all applicable federal, state and local conflict of interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT’s performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT’s and CITY’s regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

19. MISCELLANEOUS TERMS.

19.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

19.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

19.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

19.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

19.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

19.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

19.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

19.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

19.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

19.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word “shall” is mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

19.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

19.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

CITY OF BUENA PARK
a California municipal corporation

CONSULTANT*

Name of Business

Signature

Signature

Name:

Name:

Title:

Title:

***If CONSULTANT is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.**

Signature

Name: _____

Title: _____

ATTEST:

BY: _____
Adria M. Jimenez, City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

1) SERVICES. CONSULTANT shall provide to CITY the following Services

ADD DESCRIPTION

2) SCHEDULE OF PERFORMANCE. CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

ADD SCHEDULE

3) COMPENSATION SCHEDULE. CONSULTANT shall be paid for performing the Services at the follow rates and times:

ADD COMPENSATION RATES / SCHEDULES

EXHIBIT ____

**REQUIRED FOR ALL CONTRACTS AWARDED BY THE CITY COUNCIL
(OTHER THAN COMPETITIVELY BID, LABOR, OR PERSONAL EMPLOYMENT CONTRACTS)**

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than \$250 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than \$250 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

YES ____ NO ____

If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than \$250 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

YES ____ NO ____

If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

DATE

SIGNATURE OF AUTHORIZED OFFICIAL

NAME OF COMPANY

NAME, TITLE

City Council Regular Meeting Agenda Report

**H. BUDGET APPROPRIATION AND APPROVAL OF CHANGE ORDER NO. 1 FOR THE 6591 BEACH BOULEVARD
FIRE HYDRANT INSTALLATION PROJECT**

Meeting	Agenda Group
Tuesday, May 27, 2025, 5:00 PM	CONSENT CALENDAR Item: 4H.
Prepared By	Department Head Approval
Hector Guzman, Assistant Engineer	Mina Mikhael, Director of Public Works/City Engineer
Presented By	
Hector Guzman, Assistant Engineer	

RECOMMENDED ACTION

1) Approve an appropriation of \$122,367.53 from the undesignated Economic Development Fund balance to the project account; and, 2) Authorize Change Order No. 1 in the amount of \$10,867.63 with Big Ben Engineering, Inc.

PREVIOUS CITY COUNCIL ACTION

On January 14, 2025 City Council adopted Resolution No. 14939 approving the plans, specifications, and contract with Big Ben Engineering for the 6591 Beach Boulevard Fire Hydrant and Fire Service Installation project.

DISCUSSION

On May 12, 2025, Big Ben Engineering, Inc. commenced potholing operations to locate the connection point for the fire hydrant and water line installation project. During this preliminary work, excavation through 14 inches of asphalt concrete and sidewalk revealed the presence of a utility duct bank running parallel to the existing water main. This unforeseen utility conflict necessitates a modification to the planned hot tap connection for the new fire hydrant and fire service line. As a result of the utility duct bank's location, additional materials and labor hours will be required to install the new infrastructure.

Big Ben Engineering, Inc. has submitted a change order request in the amount of \$10,867.63 to address these necessary adjustments.

Following City Council approval of the change order, construction activities are scheduled to resume in mid-June 2025, with an anticipated project completion date in early July 2025.

BUDGET IMPACT

The initial approved project construction budget was \$111,500, as shown below:

Construction Contract: \$101,500

Construction Contingency: \$10,000

Total Project Cost: \$111,500

With the approval of change order #1 in the amount of \$10,867.63, the new project construction budget will be \$122,367.63

This project was not initially allocated in the annual budget, therefore, staff requests that the City Council appropriate funds from the undesignated Economic Development Fund balance for this purpose.

Attachments

[Att 1 of 1- CO-No.1.pdf](#)



Change Order

CO #: 01
CO DATE: 5/14/2025

Project Name: 6591 Beach Blvd
Project No: 383
Owner: City of Buena Park

Description:

This change order includes additional material costs resulting from annual price increases and global tariffs, as well as the increased cost of tapping sleeves due to uncommon outside diameters(OD) and limited availability. It also covers the added material and labor costs associated with performing a hot tap at the 12 o'clock position and installing the water main lateral over the ductbank conduits.

LABOR					
DESCRIPTION	REG	OT	DT	HOURLY RATE	TOTAL
Foreman	4.0			\$117.00	\$ 468.00
Laborer	4.0			\$95.00	\$ 380.00
TOTAL COST OF LABOR					\$ 848.00

EQUIPMENT				
DESCRIPTION	QTY	HOURS	HOURLY RATE	TOTAL
TOTAL COST OF EQUIPMENT				\$ -

MATERIAL				
DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
Material Cost Difference due to tariffs	LS	1.0	\$4,269.67	\$ 4,269.67
Material Cost Difference for tapping sleeves	LS	1.0	\$977.64	\$ 977.64
Additional material requirements to hot tap and install over Duct Bank	LS	1.0	\$ 3,224.37	\$ 3,224.37
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Tax:			0.00%	\$ -
TOTAL COST OF MATERIALS				\$ 8,471.68

SUBCONTRACTOR				
SUBCONTRACTOR	UNIT	QTY	UNIT PRICE	TOTAL
				\$ -
TOTAL COST OF SUBCONTRACTOR				\$ -

MARK-UP	
TYPE	AMOUNT
LABOR	20%
EQUIPMENT	15%
MATERIAL	15%
SUB	5%
Bonding	1%

LABOR + EQUIP + MATERIAL + SUB TOTAL	\$ 9,319.68
MARK-UP TOTAL	\$ 1,440.35
BONDING(1%)	\$ 107.60
Total	\$ 10,867.63



City Council Regular Meeting Agenda Report

I. APPROVAL OF TRACT MAP NO. 19319 AT 8030 DALE STREET

Meeting	Agenda Group
Tuesday, May 27, 2025, 5:00 PM	CONSENT CALENDAR Item: 4I.
Prepared By	Department Head Approval
Hector Guzman, Assistant Engineer	Mina Mikhael, Director of Public Works/City Engineer
Presented By	
Hector Guzman, Assistant Engineer	

RECOMMENDED ACTION

1) Approve Tract Map No. 19319 for a private development located at 8030 Dale Street and, 2) Authorize the City Engineer and City Clerk to execute the tract map.

PREVIOUS CITY COUNCIL ACTION

On November 12, 2024, the City Council adopted Resolution No. 14921 approving a tentative tract map TT-24-1.

DISCUSSION

The Final Tract Map for Tentative Tract Map No. TT-24-1 has been reviewed and found to be in compliance with the conditions of approval adopted by the City Council under Resolution No. 14921 on November 12, 2024. The map facilitates the subdivision of a 3.87-acre parcel at 8030 Dale Street for a 93-unit town-home development, consistent with the approved tentative map, General Plan, and Subdivision Map Act. This map is a requirement for this development due to the amount of units proposed as part of the project. The map also delineates all required access easements for emergency services in accordance to the Subdivision Map Act. All required dedications, easements, and public improvements have been addressed, and technical reviews by City departments and the Orange County Fire Authority have been completed. Approval of the Final Map will allow the project to move forward to recordation and construction.

The tract map has been completed to the satisfaction of the City Engineer and is now ready to be fully executed and recorded. All the requirements set by the City and the County have been met. In accordance with City ordinance, City Council approval is required before the map can be recorded.

BUDGET IMPACT

There is no budget impact with the approval of this tract map.

Attachments

[Att. 1 of 2 Tract Map No. 19319.pdf](#)

[Att. 2 of 2 Resolution No. 14921.pdf](#)

SHEET 1 OF 3 SHEETS
ALL OF TENTATIVE TRACT MAP NO. 19319
1 NUMBERED LOT
GROSS AREA: 3.871 ACRES
NET AREA: 3.869 ACRES

TRACT NO. 19319

IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 52 OF TRACT NO. 2629 PER MAP FILED IN BOOK
87, PAGES 18 THROUGH 20, INCLUSIVE, OF MISCELLANEOUS MAPS IN THE
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
FOR CONDOMINIUM PURPOSES

DANE P. MCDOUGALL
L.S. 9297



DATE OF SURVEY:
APRIL 2023

ACCEPTED AND FILED
AT THE REQUEST OF
LENNAR TITLE, INC.

DATE _____
TIME _____ FEE \$ _____
INSTRUMENT NO. _____
BOOK _____ PAGE _____
HUGH NGUYEN
COUNTY CLERK-RECORDER
BY _____
DEPUTY

OWNERSHIP CERTIFICATE

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO THE CITY OF BUENA PARK AN EASEMENT FOR INGRESS AND EGRESS FOR EMERGENCY AND PUBLIC SECURITY VEHICLE PURPOSES AS SHOWN ON SAID MAP.

TPG AG EHC III (LEN) CA 4, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: ESSENTIAL HOUSING ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: _____
STEVEN S. BENSON, ITS MANAGER

OPTIONEE

LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY, OPTIONEE UNDER A MEMORANDUM OF OPTION AGREEMENT PER DOCUMENT RECORDED DECEMBER 20, 2024 AS INSTRUMENT NO. 2024-331590 OF OFFICIAL RECORDS.

BY: _____
JOHN LAVENDER, DIVISION PRESIDENT

NOTARY ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF _____ } SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY
APPEARED STEVEN S. BENSON, WHOSE IDENTITY WAS PROVED TO ME ON THE BASIS OF
SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS DOCUMENT,
AND WHO ACKNOWLEDGED HE SIGNED THE ABOVE DOCUMENT.

NOTARY PUBLIC

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON _____, BEFORE ME, _____
NOTARY PUBLIC, PERSONALLY APPEARED JOHN LAVENDER, WHO PROVED TO ME ON THE BASIS OF
SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN
INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED
CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON
BEHALF OF WHICH THE PERSON 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:

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS
NAME _____ IN _____ COUNTY
MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____

CONDOMINIUM NOTE

THIS SUBDIVISION IS A CONDOMINIUM PROJECT AS DEFINED IN SECTION 4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, CONTAINING A MAXIMUM NUMBER OF 93 DWELLING UNITS AND IS FILED PURSUANT TO THE SUBDIVISION MAP ACT.

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF EASEMENTS FOR CONVEYING ELECTRICAL ENERGY AND OTHER PURPOSES, EITHER OR BOTH UNDERGROUND LINES, CONDUITS AND INCIDENTAL PURPOSES PER DOCUMENTS RECORDED: APRIL 4, 1956 IN BOOK 3462, PAGE 356; MARCH 23, 1960 IN BOOK 5160, PAGE 455; AND JUNE 14, 1995 AS INSTRUMENT NO. 1995-0251151, ALL OF OFFICIAL RECORDS.

CITY OF BUENA PARK, A MUNICIPAL CORPORATION, HOLDER OF A PERPETUAL EASEMENT AND RIGHT OF WAY FOR STREET PURPOSES AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED AUGUST 31, 1990 AS INSTRUMENT NO. 90-466317 OF OFFICIAL RECORDS.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LENNAR HOMES OF CALIFORNIA, LLC, IN APRIL 2023. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS _____ DAY OF _____, _____

DANE P. MCDOUGALL
L.S. 9297



COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT, RELATIVE TO THE TRACT MAP BOUNDARY.

DATED THIS _____ DAY OF _____, _____

LILY M. N. SANDBERG, CHIEF DEPUTY COUNTY SURVEYOR
P.L.S. 8402



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT IT CONFORMS WITH MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT STATED TO BY THE COUNTY SURVEYOR.

DATED THIS _____ DAY OF _____, _____

RICHARD A. MADDOCK, P.L.S. 8131
CITY SURVEYOR, CITY OF BUENA PARK

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY COUNCIL; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, _____

MINA MIKHAEL, R.C.E. 84166
CITY ENGINEER, CITY OF BUENA PARK

CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS
CITY OF BUENA PARK }

I HEREBY STATE THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF BUENA PARK AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2025 AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP AND DID ACCEPT ON BEHALF OF THE CITY OF BUENA PARK THE EASEMENT FOR INGRESS AND EGRESS FOR EMERGENCY AND PUBLIC SECURITY VEHICLE PURPOSES AS DEDICATED.

AND DO ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED THIS _____ DAY OF _____, _____

ADRIA M. JIMENEZ, MMC
CITY CLERK, CITY OF BUENA PARK

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS _____ DAY OF _____, _____

SHARI L. FREIDENRICH BY: _____
COUNTY TREASURER-TAX COLLECTOR TREASURER - TAX COLLECTOR

SHEET 2 OF 3 SHEETS
ALL OF TENTATIVE TRACT MAP NO. 19319
1 NUMBERED LOT
GROSS AREA: 3.871 ACRES
NET AREA: 3.869 ACRES

TRACT NO. 19319

IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

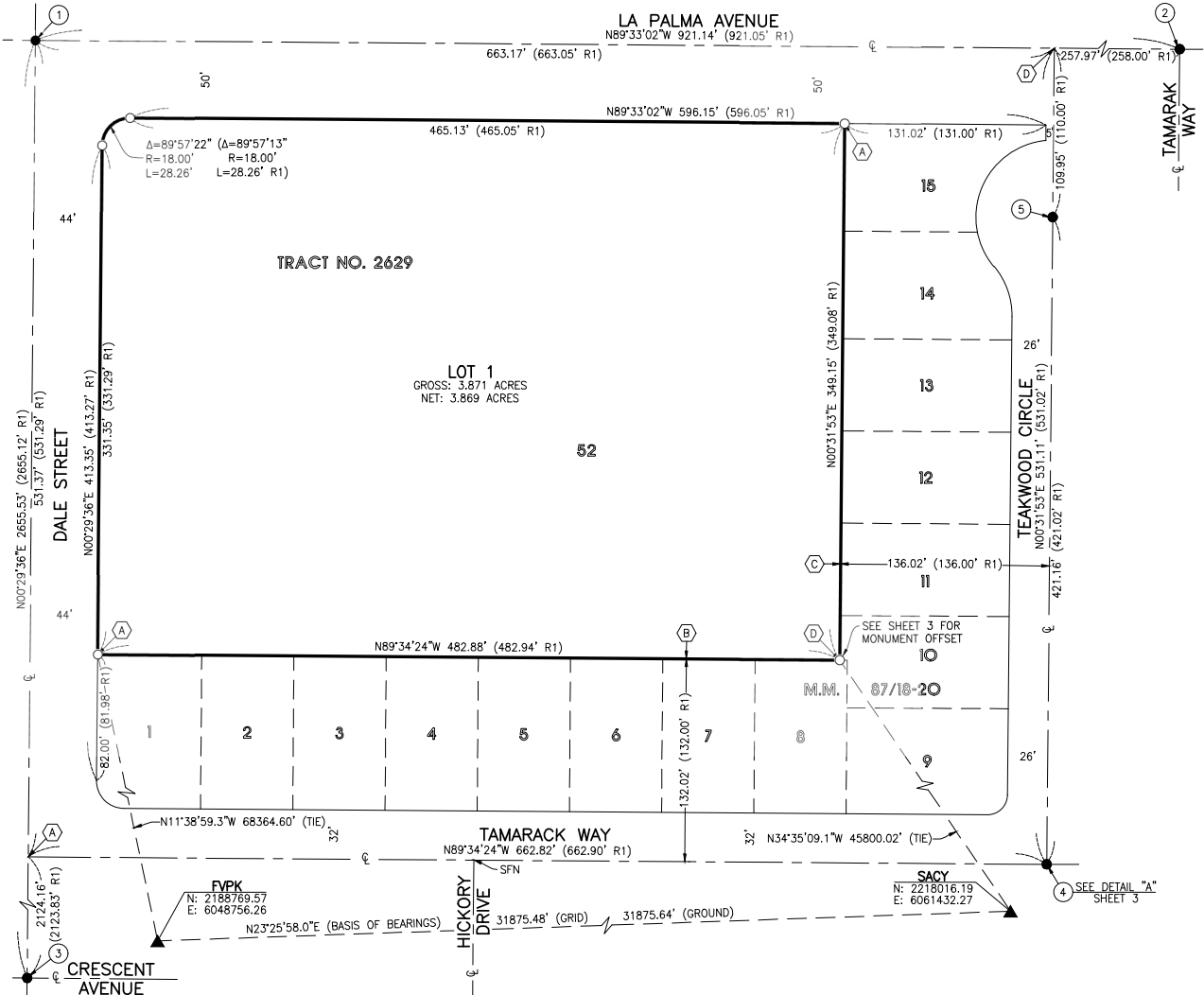
DANE P. MCDOUGALL
L.S. 9297

C&V
CONSULTING, INC.
BOUNDARY ESTABLISHMENT

DATE OF SURVEY:
APRIL 2023

SEE SHEET 3 FOR EASEMENT DETAILS
AND EASEMENT NOTES.

SCALE: 1" = 50'



MONUMENT NOTES

- 1 OCS GPS NO. 3612R1
FOUND MAG NAIL AND WASHER STAMPED "LS 5848", FLUSH PER C.R. 2014-2677. ACCEPTED AS THE CENTERLINE INTERSECTION OF DALE AVENUE AND LA PALMA AVENUE.
- 2 FOUND GEAR SPIKE AND WASHER STAMPED "LS 5848", FLUSH PER C.R. 2014-2679. ACCEPTED AS THE CENTERLINE INTERSECTION OF LA PALMA AVENUE AND TAMARACK WAY.
- 3 OCS GPS NO. 3689R1
FOUND 2" BRASS DISK WITH STAMPING "LS 9297" AND "+" MARKING THE INTERSECTING POINT, DOWN 1.2' IN WELL MONUMENT PER C.R. 2023-1000. ACCEPTED AS THE CENTERLINE INTERSECTION OF CRESCENT AVENUE AND DALE STREET.
- 4 POINT LANDS ON MANHOLE. ESTABLISHED FROM 4 FOUND TIES PER C.R. 2011-1924. ACCEPTED AS THE CENTERLINE INTERSECTION OF TAMARACK WAY AND TEAKWOOD CIRCLE. SEE DETAIL "A" SHEET 3.
- 5 FOUND GEAR SPIKE AND WASHER STAMPED "PLS 7564", FLUSH PER C.R. 2011-1926. ACCEPTED AS THE CENTERLINE OF CUL-DE-SAC AND POINT ON THE CENTERLINE OF TEAKWOOD CIRCLE.
- INDICATES 2" IRON PIPE WITH NAIL AND TAG "LS 9297", FLUSH; OR LEAD, TACK AND TAG "LS 9297", OR NAIL AND TAG "LS 9297" OR SPIKE AND WASHER "LS 9297 MCDOUGALL", TO BE SET, FLUSH.

- INDICATES FOUND MONUMENT AS NOTED.
- ▲ INDICATES OCS CONTINUOUS GLOBAL POSITIONING STATION.

ESTABLISHMENT NOTES

- A SEARCHED, FOUND NOTHING. ESTABLISHED BY PROPORTIONATE MEASUREMENT PER R1.
- B HELD PARALLEL WITH THE CENTERLINE OF TAMARACK WAY PER R1.
- C HELD PARALLEL WITH THE CENTERLINE OF TEAKWOOD CIRCLE PER R1.
- D SEARCHED, FOUND NOTHING. ESTABLISHED BY INTERSECTION.

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE VI, 1983 NAD 83, (2017.50 EPOCH OCS GPS ADJUSTMENT), AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) "FVPK" AND "SACY" BEING NORTH 23°25'58.0" EAST AS DERIVED FROM GEODETIC VALUES PUBLISHED AND ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

DATUM STATEMENT

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD83, (2017.50 EPOCH OCS GPS ADJUSTMENT).

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCE BY 0.99999501. (PROJECT SPECIFIC).

SURVEYOR'S NOTES

THERE ARE NO CONFLICTS WITH EXISTING VISIBLE IMPROVEMENTS AND THE EXTERIOR BOUNDARY LINE (DISTINCTIVE BORDER) OF THIS MAP AS ESTABLISHED HEREON.

ABUTTING CORNERS OF LOTS 1-15 OF R1 WERE SEARCHED FOR, NOTHING WAS FOUND.

MAP REFERENCE

R1 - TRACT NO. 2629, M.M. 87/18-20.

() - INDICATES RECORD OR CALCULATED DATA PER NOTED REFERENCE.

SHEET 3 OF 3 SHEETS
ALL OF TENTATIVE TRACT MAP NO. 19319
1 NUMBERED LOT
GROSS AREA: 3.871 ACRES
NET AREA: 3.869 ACRES

TRACT NO. 19319

IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

DANE P. MCDUGALL
L.S. 9297

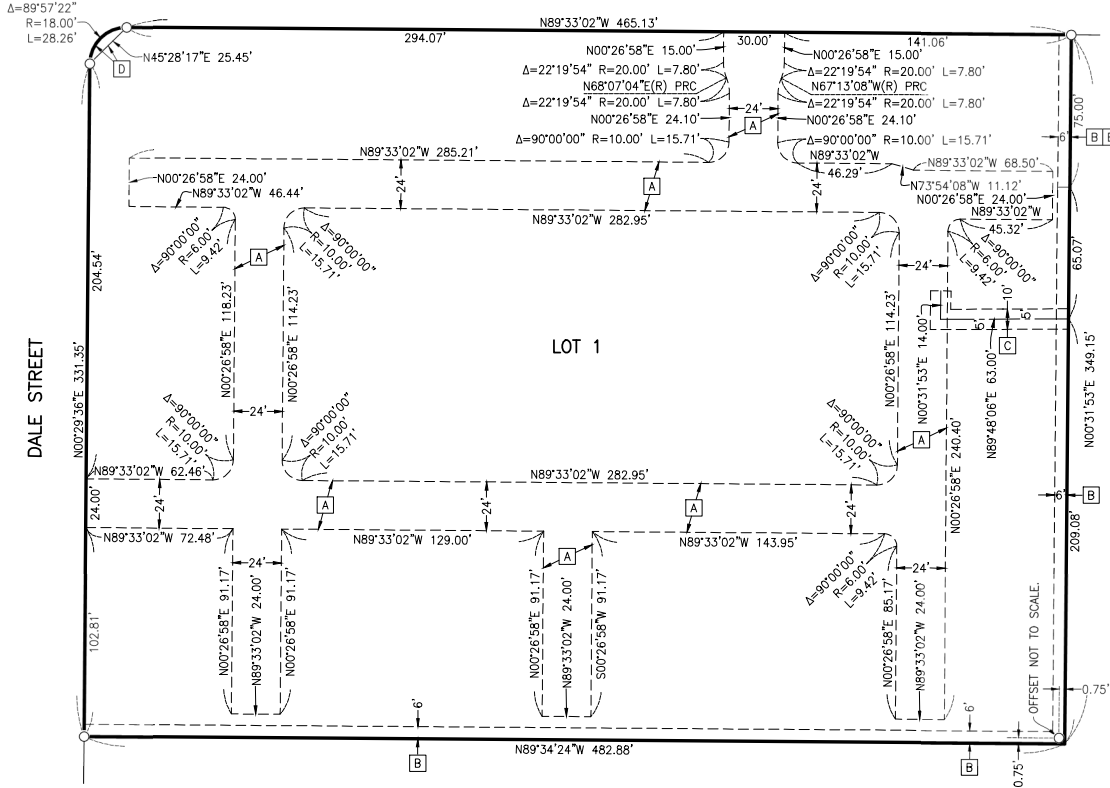
C&V
CONSULTING, INC.
EASEMENT DETAILS

DATE OF SURVEY:
APRIL 2023

SEE SHEET 2 FOR BOUNDARY
ESTABLISHMENT, MONUMENT NOTES,
ESTABLISHMENT NOTES, BASIS OF
BEARINGS, DATUM STATEMENT, AND
SURVEYOR'S NOTES.

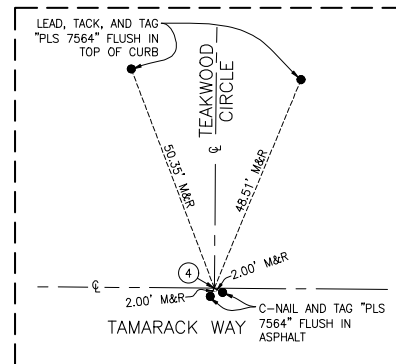
SCALE: 1" = 40'

LA PALMA AVENUE



EASEMENT NOTES

- A** INDICATES AN EASEMENT FOR INGRESS AND EGRESS FOR EMERGENCY AND PUBLIC SECURITY VEHICLE PURPOSES DEDICATED HEREON TO THE CITY OF BUENA PARK.
- B** INDICATES AN EASEMENT FOR CONVEYING ELECTRICAL ENERGY AND OTHER PURPOSES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION PER DOCUMENT RECORDED APRIL 4, 1956 IN BOOK 3462, PAGE 356 OF OFFICIAL RECORDS.
- C** INDICATES AN EASEMENT FOR CONVEYING ELECTRICAL ENERGY AND OTHER PURPOSES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION PER DOCUMENT RECORDED MARCH 23, 1960 IN BOOK 5160, PAGE 455 OF OFFICIAL RECORDS.
- D** INDICATES A PERPETUAL EASEMENT AND RIGHT OF WAY FOR STREET PURPOSES AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF BUENA PARK, A MUNICIPAL CORPORATION PER DOCUMENT RECORDED AUGUST 31, 1990 AS INSTRUMENT NO. 90-466317 OF OFFICIAL RECORDS.
- E** INDICATES AN EASEMENT FOR EITHER OR BOTH UNDERGROUND LINES, CONDUITS AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION PER DOCUMENT RECORDED JUNE 14, 1995 AS INSTRUMENT NO. 95-0251151 OF OFFICIAL RECORDS.



DETAIL "A"
N.T.S.

DETAIL "A" NOTES

ONLY TIES SHOWN HEREON WERE FOUND AS DESCRIBED
PER C.R. 2011-1924 ALL OTHERS WERE SEARCHED FOR
AND NOT FOUND.

M&R INDICATES MEASURED AND RECORD DISTANCE PER
C.R. 2011-1924

RESOLUTION NO. 14921
TENTATIVE TRACT MAP NO. TT-24-1
CONDITIONAL USE PERMIT NO. CU-24-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK APPROVING A TENTATIVE TRACT MAP TO SUBDIVIDE AN EXISTING 3.87-ACRE PARCEL FOR CONDOMINIUM PURPOSES IN CONJUNCTION WITH CONDITIONAL USE PERMIT TO ALLOW FOR THE DEVELOPMENT OF 93-UNIT TOWNHOMES, AND TO ALLOW BUILDING HEIGHTS UP TO 37 FEET 7 INCHES FOR THE PROPERTY LOCATED AT 8030 DALE STREET (APN: 070-501-01), AND MAKING FINDINGS IN SUPPORT THEREOF

WHEREAS, Christopher Courtney of Brandywine Homes, ("Applicant"), 2355 Main Street, Suite 220, Irvine, CA 92614, on behalf of Perge Ventures, Inc., a Delaware Corporation, property owner, 13000 E. Firestone Boulevard, Santa Fe Springs, CA 90670 has filed an application for a Tentative Tract Map No. TT-24-1 and Conditional Use Permit No. CU-24-1 to subdivide an existing parcel containing 3.87-acres for condominium purposes, and allow development of ninety-three (93) unit townhomes with building heights up to 37 feet 7 inches for the property located at 8030 Dale Street in Buena Park, California, in the County of Orange (APN: 070-501-01). Hereinafter in this Resolution, the subject Tentative Tract Map and Conditional Use Permit request are referred to as the "Application."; and

WHEREAS, the Planning Commission of the City of Buena Park conducted a duly noticed public hearing, as required by law, to consider Tentative Tract Map No. TT-24-1 and Conditional Use Permit No. CU-24-1 along with a Mitigated Negative Declaration No. MND-24-2 for the Project. Said public hearing was conducted and concluded on August 28, 2024; and

WHEREAS, the Planning Commission approved Resolution No. 6359 recommending that the City Council adopt Tentative Tract Map No. TT-24-1 and Conditional Use Permit No. CU-24-1, as conditioned; and

WHEREAS, a public hearing before the City Council on this item was noticed and scheduled for September 24, 2024, and the hearing on the item was continued to the regularly scheduled City Council meeting of November 12, 2024.

WHEREAS, on November 12, 2024, the City Council conducted a duly noticed public hearing on the Application, as required by law, and concluded said hearing prior to the adoption of this Resolution; and

WHEREAS, the City Council of the City of Buena Park has reviewed and considered all components of the proposed Tentative Tract Map No. TT-24-1 and Conditional Use Permit No. CU-24-1 and concluded its public hearing prior to adoption of this resolution; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The City Council hereby specifically finds that all the facts set forth in the Recitals of this Resolution are true and correct.

Section 2. Based upon substantial evidence presented to the City Council during the above-referenced hearing, including written staff reports, verbal testimony, and the Conditional Use Permit CU-24-1 Development Plans stamped "RECEIVED JUL 3 2024 PLANNING DIV." and Tentative Tract Map TT-24-1 Plans stamped "RECEIVED JUL 14 2024 PLANNING DIV.," this City Council hereby specifically finds, determines, and resolves as follows:

Conditional Use Permit

a. **FINDING:** The proposed use and development is consistent with the General Plan and any applicable specific plans.

FACT: The proposed 93-unit townhome residential development is a permitted use within the RM-20 (Medium-Density Multifamily Residential) zone, as conditioned, and approved concurrently with General Plan Amendment No. GP-23-1, Zone Change No. Z-23-1, and Mitigated Negative Declaration No. MND-24-2 with the appropriate Conditions of Approval and Mitigation Measures will meet all applicable requirements of the General Plan and Zoning Ordinance, and other laws. The proposal is consistent with the design goals of the Architectural Design Guidelines for multifamily residential developments by providing building and site enhancements. The proposal will comply with density, lot coverage, setbacks, floor area, parking, circulation, open space, building materials, as conditioned, and other applicable requirements.

b. **FINDING:** The site is adequate in size, shape, topography, location, utilities and other factors, to accommodate the proposed use.

FACT: The site area will be adequate in size, shape, topography, location, utilities and other factors to accommodate the townhome community. The site is relatively flat, and can accommodate the proposed development along with open space provisions for the future residents.

c. **FINDING:** Adequate street access and traffic capacity are or will be available to serve the proposed development as well as existing and anticipated development in the surrounding area.

FACT: The Project will gain access from La Palma Avenue and Dale Street. La Palma Avenue is considered a Primary Highway in the City's Mobility Element, within the General Plan. A Primary Highway is a four-lane divided roadway, with a typical right-of-way width of 100 feet, and a roadway width curb to curb of 84 feet, including a 14-foot median. Additionally, Dale Street is

considered a Secondary Arterial in the City's Mobility Element, within the General Plan. A Secondary Arterial is a four-lane undivided (without a median) roadway, with a typical right-of-way width of 80 feet, and a roadway width from curb-to-curb of 64 feet. Both driveways enter the site into a 24-foot-wide interior street. The driveways are not proposed to be gated, which eliminates potential for queuing vehicles into the public right-of-way for site access. The Project proposes to construct a raised landscaped center median on La Palma Avenue to allow for left out and left in access to the Project site. As such, adequate street access and traffic capacity are available to serve the proposed 93-unit townhome development as well as existing and anticipated development in the surrounding area.

- d. **FINDING:** Adequate utilities and public services will be available to serve the proposed development as well as existing and anticipated development in the surrounding area.

FACT: Adequate utilities and public services will be available, as conditioned, to serve the use, as well as, existing and anticipated development in the surrounding area. The Site is fully served by utilities, and meets the City standards for public services and utilities to the serve the Site.

- e. **FINDING:** The use and development will be compatible with the intended character of the area.

FACT: The proposed 93-unit townhome residential development will be compatible with the intended character of the area and not negatively impact surrounding properties since the investment in the currently underutilized property with a vacant commercial building will elevate the property's aesthetics. All improvements meet the Buena Park Municipal Code requirements for the RM-20 zone as well as the Design Guidelines for Multi-Family for the purpose of promoting high-quality design that is compatible with adjacent properties. The exterior architectural design is in reasonable harmony with the architectural character of the surrounding area. All the building materials, colors, and finishes proposed for the townhome residential development are in harmony with the surrounding area. As conditioned, the proposed 93-townhome units will enhance the visual integrity of the subject property as well as the surrounding area.

- f. **FINDING:** Any criteria set forth elsewhere in this Title for the approval the specific use and development will be satisfied.

FACT: Pursuant to the Buena Park Municipal Code (BPMC) Section 19.412.010 (Uses Permitted), condominiums require approval of a Conditional Use Permit in the RM-20 (Medium-Density Multifamily Residential) zone as amended by Z-32-1. As

conditioned, the proposed townhome development will complement the surrounding area and all the criteria set forth elsewhere in this Title for approval will be satisfied.

- g. **FINDING:** Any adverse effects of the use and development are justified and fully balanced by offsetting benefits to the public interest.

FACT: An Initial Study/Mitigated Negative Declaration No. MND-24-2 was prepared in connection with the associated General Plan Amendment No. GP-23-1, Zone Change No. Z-23-1, Tentative Tract Map No. TT-24-1, and Conditional Use Permit No. CU-24-1. Environmental impacts were studied and mitigation measures identified in the Mitigation Monitoring and Reporting Program to mitigate potential environmental impacts to less than significant levels. Additionally, there are conditions of approval that shall be implemented to prevent potentially adverse effects on the general public.

Subdivision (TT-24-1)

- a. The subdivision map design and improvements are consistent with the City's General Plan, Zoning Ordinance, and Subdivision Ordinance and the State Subdivision Map Act. The plan conforms to density pursuant to the State Density Bonus Law (Government Code Section 65915), open space, street design, and includes required public improvements consistent with the General Plan designation of High-Density Residential as amended by GP-23-1. The High-Density Residential land use designation is characterized by condominium and apartment development with a base density of 20 dwelling units per acre. The density standard may increase to 24 dwelling units per acre with the application of the Site Area Bonus. The Affordable Housing Area Bonus may increase the density to 30 dwelling units. The Project proposes the development of 93 townhome units on approximately 3.87 acres, consistent with the High-Density Residential designation with the applied State Density Bonus Law. The Project further conforms to the General Plan goals and policies for the reasons set forth in Part B to Resolution for GP-23-1, which findings are incorporated herein by reference. The subdivision map is also consistent with the Zoning Code as amended by Zone Change Z-23-1, which rezones the Site from CS (Community Shopping) to RM-20 (Medium-Density Multifamily Residential) which authorizes medium-density residential uses. The Vesting Tentative Tract Map is consistent with RM-20 zoning district, and facilitates the development of the Site consistent with standards set forth in the Development Plans.
- b. The site is physically suitable for the type of development. The site is rectangular in shape and is relatively flat and will accommodate the proposed development. The development standards applicable to the Site are set forth in the Development Plan attached as Attachments 5a, 5b, and 6 to the Planning Commission Staff Report. The Development Plan proposes the development of the Site in a manner that is compatible with adjacent uses and the surrounding neighborhood with the townhomes generally dispersed evenly throughout the Project site. The Site, which is generally bounded by Dale Street to the west, La Palma Avenue to the north, and

single-family residences to the east and south, promotes pedestrian and vehicular accessibility with the main access to the Site located off La Palma Avenue with a secondary access driveway located off Dale Street. The Project also contemplates private streets that would provide internal circulation within the Project site. The internal streets would provide pedestrian access while maintaining an efficient circulation system for vehicles and emergency vehicle access.

- c. Neither the design of the subdivision nor the proposed improvements will cause environmental damage or affect fish, wildlife or their habitat. As evaluated in the Mitigated Negative Declaration (MND-24-2), the MND identified the following areas, which required mitigation to be considered less than significant impacts: Biological Resources, Cultural Resources, Geology & Soils, Noise, Hazards & Hazardous Materials, and Tribal Cultural Resources. With the mitigation measures incorporated into the Mitigation Monitoring and Reporting Program included in the MND-24-2, the environmental analysis concluded that the project will not have a significant impact on the environment.
- d. The project design will be consistent with the existing and intended area character and design. The Project is harmonious with the surrounding neighborhood and the Vesting Tentative Tract Map facilitates the development of the Site consistent with the Development Plans, which implements the Project in a manner that is compatible with adjacent uses and the surrounding neighborhood.
- e. The design of the development and proposed improvements will not conflict with easements, acquired by the public at large, for access through or use of, properties within the proposed subdivision. There is no public access easement through the site. Access will occur from public rights-of-way.

Section 3. The City Council has considered the proposed subdivision shown on the Vesting Tentative Tract Map, with the recommended conditions, to determine whether to make any of the findings set forth in the subsections of Section 66474 of the Government Code which states "A legislative body of a city or county shall deny approval of a vesting tentative map, or a parcel map for which a vesting tentative map was not required, if it makes any of the following findings:"

FINDING: Government Code Section 66474(a) - That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.

FACT: As detailed above, the Vesting Tentative Tract Map is consistent with the General Plan and Zoning, as amended. The Project conforms to the goals and policies in the General Plan as set forth in Part B for General Plan Amendment GP-23-1.

FINDING: Government Code Section 66474(b) - That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

FACT: As detailed above, the design and improvement of the subdivision, as contemplated in the Development Plans attached

as Attachments 5a, 5b, and 6 to the Staff Report, is consistent with the General Plan and Zoning, as amended. The subdivision map design and improvements are consistent with the City's General Plan, Zoning Ordinance, and Subdivision Ordinance and the State Subdivision Map Act. The plan conforms to density pursuant to the State Density Bonus Law (Government Code Section 65915), open space, street design, and includes required public improvements consistent with the General Plan designation of High-Density Residential and RM-20 (Medium-Density Multifamily Residential) as amended by GP-23-1 and Z-23-1.

FINDING: Government Code Section 66474(c) - That the site is not physically suitable for the type of development.

FACT: The site is physically suitable for the townhome residential development proposed. As detailed above, the site is rectangular in shape and is relatively flat and will accommodate the proposed development. The development standards applicable to the Site are set forth in the Development Plan attached as Attachments 5a, 5b, and 6 to the Staff Report. The Development Plan proposes the development of the Site in a manner that is compatible with adjacent uses and the surrounding neighborhood with the townhomes generally dispersed evenly throughout the Project site. The Site, which is generally bounded by Dale Street to the west, La Palma Avenue to the north, and single-family residences to the east and south, promotes pedestrian and vehicular accessibility with the main access to the Site located off La Palma Avenue with a secondary access driveway located off Dale Street. The Project also contemplates private streets that would provide internal circulation within the Project site. The internal streets would provide pedestrian access while maintaining an efficient circulation system for vehicles and emergency vehicle access.

FINDING: Government Code Section(d) - That the site is not physically suitable for the proposed density of development.

FACT: The site is physically suitable for the proposed density of the development which includes 93 residential townhome units on approximately 3.87 acres. The site is rectangular in shape and is relatively flat and will accommodate the proposed density for the development. The project site's General Plan land use designation will need to be amended from the current designation of Commercial to High Density Residential, as well as rezoned from Community Shopping (CS) to RM-20 (Medium-Density Multifamily Residential). Development in the High-Density Residential land use designation is characterized by condominium and apartment development with a base density of 20 dwelling units per acre. The density standard may increase

to 24 dwelling units per acre with the application of the Site Area Bonus. The Affordable Housing Area Bonus may increase the density to 30 dwelling units. The proposed development of the site, which is primarily vacant, will help revitalize the site in a manner that will be harmonious with the adjacent neighborhoods.

FINDING: Government Code Section(e) - That the design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

FACT: Neither the design of the subdivision nor the proposed improvements will cause substantial environmental damage or affect fish, wildlife or their habitat. As evaluated in the Mitigated Negative Declaration (MND-24-2), the MND identified the following areas, which required mitigation in order to be considered less than significant impacts: Biological Resources, Cultural Resources, Geology & Soils, Noise, Hazards & Hazardous Materials, and Tribal Cultural Resources. With the mitigation measures incorporated into the Mitigation Monitoring and Reporting Program included in the MND-24-2, the environmental analysis concluded that the project will not have a significant impact on the environment.

FINDING: Government Code Section 66474(f) - That the design of the subdivision or type of improvements is likely to cause serious public health problems.

FACT: Neither the design of the subdivision nor the type of improvements are likely to cause serious public health problems. Issues of public health were evaluated in the Mitigated Negative Declaration (MND-24-2), which determined that the Project will not have a significant impact on the environment.

FINDING: Government Code Section 66474(g) - That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

FACT: Neither the subdivision nor the types of improvements will conflict with easements acquired by the public at large for access through, or use of, property within the subdivision. The Project contemplates private streets that would provide internal circulation within the Project site, including pedestrian access while maintaining an efficient circulation system for vehicles and emergency vehicle access.

Section 4. Government Code Section 66412.3. In approving this Vesting Tentative Tract Map, the City has considered the housing needs of the region. Approval of the Vesting

Tentative Tract Map will facilitate the ability to develop approximately 93 residential units, which will significantly enhance the City's supply of housing, including the City's supply of affordable housing. As evaluated in the Mitigated Negative Declaration (MND-24-2), the proposed project will be sufficiently serviced by infrastructure and public services will be sufficiently available.

Section 5. Government Code Section 66473.1. The design of the subdivision reflected on the Vesting Tentative Tract Map provides, to the extent feasible, for passive and natural heating and cooling opportunities. The residential buildings, and open spaces, will to the extent feasible, account for optimized shading, taking into account open space and building design requirements and associated design elements.

Section 6. The City Council of the City of Buena Park has reviewed and considered all components of the requested Tentative Tract Map No. TT-24-1 and Conditional Use Permit No. CU-24-1 and adopts the attached Mitigated Negative Declaration MND-24-2 and associated Mitigation Monitoring and Reporting Program and certifies that the Mitigated Negative Declaration for General Plan Amendment No. GP-23-1, Zone Change No. Z-23-1, Tentative Tract Map No. TT-24-1, and Conditional Use Permit No. CU-24-1 has been completed in compliance with the California Environmental Quality Act, the State CEQA Guidelines, and local procedures adopted pursuant thereto, and has reviewed and considered the information contained in the MND. The City of Buena Park shall file a Notice of Determination (NOD) with the County Clerk of Orange County and the Secretary of the Resources Agency pursuant to the provisions of Section 21152 of Public Resources Code and State CEQA Guidelines Section 15075 adopted pursuant thereof.

Section 7. Based upon the findings and conclusions set forth in this Resolution, the City Council hereby approves Conditional Use Permit CU-24-1 Development Plans stamped "RECEIVED JUL 3 2024 PLANNING DIV." and Tentative Tract Map TT-24-1 Plans stamped "RECEIVED JUL 14 2024 PLANNING DIV.," as modified herein and the conditions set forth in Section 8 of this Resolution.

Section 8. The following conditions are deemed necessary to protect the public health, safety, and general welfare and are reasonable and proper in accordance with the purpose and intent of the Buena Park City Code:

BUILDING DIVISION:

1. The project shall comply with state and federal disabled access requirements.
2. The project shall comply with the California Building Codes as adopted and amended by the City of Buena Park Municipal Code, Title 15.
3. The building/buildings shall be fully fire-sprinklered as required by the City of Buena Park Municipal Code, Title 1, and/or the California Building Codes.
4. A geotechnical investigation report prepared by a qualified geotechnical engineer is required. The applicant shall submit this report for review and approval prior to the issuance of building permits.
5. The construction plans require professional preparation. Submit plans and structural calculations prepared by a California registered engineer or architect.
6. After the public hearing appeal period ends, applicant shall submit three (3) sets of construction plans to the Building Division for plan check in order to obtain required building permits.

ORANGE COUNTY FIRE AUTHORITY (OCFA):

1. Plan Submittal: The applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the event specified.
2. Prior to OCFA clearance of a final map or issuance of a precise grading permit or a building permit, if a grading permit is not required:
 - Fire Master Plan (service code PR145)
3. Prior to issuance of a building permit:
 - Underground piping for private hydrants and fire sprinkler systems (service code PR470-PR475)
4. Prior to concealing interior construction:
 - Sprinkler monitoring system (service code PR500)
5. Specific submittal requirements may vary from those listed above depending on actual project conditions identified or present during design development, review, construction, inspection, or occupancy. Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to OCFA. Standard notes, guidelines, informational bulletins, submittal instructions, and other information related to plans reviewed by the OCFA may be found by visiting ocfa.org on the Planning and Development Section homepage.
6. Temporary/Final Occupancy Inspections: Prior to issuance of temporary or final certificate of occupancy, all OCFA inspections shall be completed to the satisfaction of the OCFA inspector and be in substantial compliance with codes and standards applicable to the project and commensurate with the type of occupancy (temporary or final) requested. Inspections shall be scheduled at least five days in advance by calling OCFA Inspection Scheduling at 714-573-6150.
7. Emergency Access Easements: Irrevocable reciprocal access easements for emergency access purposes to the benefit of the City of Buena Park shall be recorded concurrently with the final map or, where no final map is required, prior to approval of the fire master plan.
8. Lumber-drop Inspection: After installation of required fire access roadways and hydrants, the applicant shall receive clearance from the OCFA prior to bringing combustible building materials on-site. Call OCFA Inspection Scheduling at 714-573-6150 with the Service Request number of the approved fire master plan at least five days in advance to schedule the lumber drop inspection.

PUBLIC WORKS DEPARTMENT:

DESIGN:

1. Grading, storm drain, street, sewer, water, and erosion control plans shall be prepared by a registered engineer, at a minimum scale of 1" = 40', and on 24" by 36" sheets. Any proposed improvements shall be designed and constructed per City Standards. Any existing improvements in the public right-of-way, adjacent to project parcel frontage, that are not in compliance with the Americans with Disabilities Act (ADA) shall be removed and reconstructed or added to meet the ADA requirements and must comply with City Standards.

2. New Public Improvements to include the following:

- A. All vehicular access to the site shall be provided in locations approved by the Traffic Division. An emergency access within the project parcel shall be approved by the Orange County Fire Authority and an approved copy of the plan shall be submitted to the Engineering Division with the submittal of the grading plan.
- B. A raised landscape median on La Palma Ave. shall be constructed to accommodate left turns into and out of the development. It is the responsibility of the developer/owner to prepare a design that is submitted and approved by the Public Works Engineering Division. All landscaping/irrigation/sprinkler improvements within the median shall comply with the City of Buena Park Water Efficiency Landscape Ordinance, Title 13, Chapter 13.30 of the Buena Park Municipal Code. The maintenance of the landscaped median, including all electrical, water and drainage facilities in public ROW shall be the City's responsibility, upon completion of the project.
- C. All new utilities to the project site shall be undergrounded.
- D. Traffic Impact fees shall be in accordance with City Resolution 9726 and the latest City Fee Schedule. Sewer, water, and storm water impact fees shall be per the latest City Fee Schedule.
- E. Planting of new trees and ground cover with irrigation system will be required within the parkway landscaping area along the project parcel frontage on Dale St. and La Palma Ave. The type of tree to be planted will be per the Urban Forest Management Plan which is as follows or other as approved by City Engineer:

Dale Street

- Primary: Mexican Fan Palm;
- Recommendation 1: Canary Island Pine;
- Recommendation 2: Southern Magnolia

La Palma Avenue

- Primary: Mexican Fan Palm;
- Recommendation 1: Mexican Fan Palm;
- Recommendation 2: Tuscarora Crape Myrtle;
- Recommendation 2: Evergreen Pear

Owner shall maintain landscaping area per Chapter 19.1112.070 of the City Code.

- F. Developer shall install two SmartCover Systems or approved equal, to prevent sanitary sewer overflows. The SmartCover systems to be installed on manhole #37-104 and #42-95 both on La Palma Avenue, please see Exhibit A. The project level CC&R's shall address allocation of costs associated with the payment of on-going annual monitoring fees and replacement power supply to the

SmartCover Manufacture. Upon completion of the project, the City will be responsible for the maintenance of the SmartCovers which includes the installation of the replacement power supply.

- G. A double detector check assembly is required for domestic and fire service connections, and a reduced pressure principle device (RPPD) is required for irrigation service connection per City standards, and devices shall be supplied and installed by contractor. Contractor shall supply and install City approved water meters in the public right-of-way.
 - H. The existing two driveway approaches along Dale St. and the two driveway approaches along La Palma Ave. shall be removed and replaced with curb and gutter, sidewalk, and a landscape parkway per City Std. 206.
 - I. The proposed driveway approaches on Dale St. and on La Palma Ave. are to be constructed per City Std. 209. Sidewalks, curb and gutter along the project frontage that are lifted, fractured or failing shall be removed and replaced per City standards.
 - J. Easement shall be granted to the City when public water and sewer systems are installed within private land. Easement for Ingress and Egress and Public Security Vehicle purposes to be granted to the City of Buena Park with Final Map.
 - K. All existing public facilities in conflict with new improvements shall be relocated at no cost to the City. Property owner shall dedicate, or cause to be dedicated all easements needed to accommodate the relocation, modification or installation of facilities to be maintained by the City or any public utility company.
 - L. Water Meter Installation Requirements:
For 1" or smaller meter sizes, the water meter model shall be Neptune T-10 with Encoder that reads in gallons or City approved equal.
For 1.5" or larger meter sizes, the water meter model shall be Neptune HPT or Neptune MACH-10 with Encoder that reads in gallons or City approved equal.
3. Provide an engineering study for any proposed water connections to the City system. The study shall be prepared by a registered civil engineer for approval by the City Engineer. Any infrastructure upgrades necessary to meet the fire code or the domestic water capacity shall be mitigated by developer. Easements shall be dedicated as needed to accommodate a new public water system. The proposed utility connections shall be made to the City water systems in accordance with the City Code, standards and applicable Federal, State and County regulations.
4. A final hydrology and/or hydraulics study, prepared by a registered engineer, shall be submitted for approval when drainage is altered and/or there is a net increase of the storm water for the proposed project. The storm drain system shall be designed and constructed for a minimum of a 25-year flood per the County of Orange standards. It shall be privately owned and maintained.

5. A geotechnical study prepared by a registered geotechnical engineer is required. The report shall recommend pavement structural section of proposed streets and parking lots. For the required WQMP, the report shall test and analyze soil conditions for LID (Low Impact Development) requirements, and the implementation of water quality for storm water runoff, including potential infiltration alternatives, soil compaction, saturation, permeability and ground water levels per the County of Orange Technical Guidance Document.
6. Prior to issuance of grading or building permits, permit applicant shall submit for approval, a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that will be used on site to control pollutant run-offs. This WQMP shall identify the: structural and non-structural measures, detailing implementation of BMP's whenever they are applicable to the project. The design criteria and templates are can be found at:
https://buenapark.com/city_departments/public_works/engineering_services/water_quality_management_plans.php
7. Prior to the issuance of grading permit for projects that will result in soil disturbance of one acre or more of land, a copy of the Notice of Intent (NOI) and assigned Waste Discharge Identification (WDID) number from the State Water Resources Control Board shall be submitted to the City. As this project is subject to this requirement, the preparation and implementation of a Storm water Pollution Prevention Plan (SWPPP) shall be submitted. A copy of the approved SWPPP by the State Water Resources Control Board shall be kept at the project site and be made available for the City upon request. The assigned WDID number must appear on the cover sheet of the grading plan.
8. A Tract map shall be prepared in accordance with the State Subdivision Map Act and Division I of Title 18 of the City Code. All improvements required to be completed by applicant shall be in accordance with the City standards and specifications. All maps shall be concurrently reviewed by the City and the Orange County Survey Department. The applicant shall forward all plan check comments received from the Orange County Survey Department to the City for each plan check.

PERMIT ISSUANCE:

1. All fees, deposits, and bonds associated with improvements required by the Public Works Department shall be paid prior to the issuance of permits for construction. The fee amounts are specified in the City Fee Schedule.
2. Before exercising any right or performing any obligation pursuant to any permit issued by the Public Works Department, the developer/contractor shall obtain a City Business License and submit required insurance certificates.
3. A Transportation Hauling permit shall be obtained to operate or move a vehicle or combination of vehicles or special mobile equipment of a size or weight of vehicle or load exceeding the maximums specified in the California Vehicle Code (CVC) and the Caltrans Transportation Permit Manual.
4. Prior to issuance of a grading permit, applicant shall record an approved WQMP that includes the Master Covenant & Agreement and an Operational Maintenance Plan with

the Orange County Recorder's office. Two hard copies of the WQMP in 3-ring binders shall be provided to the City.

5. Prior to final release of the project by the Public Works Department, or the refund of any cash deposits, the developer/contractor shall provide the City with a warranty bond to be held by the City for a period of one (1) year, for all public facilities and improvements.
6. Prior to the grant of occupancy by the City or commencement for the approved use, all improvements required by the Public Works Department shall be completed.

CONSTRUCTION:

1. A traffic control plan, prepared by a registered engineer, shall be submitted for approval for all utility connections, street improvements, and any other work performed in the public right-of-way that require a lane closure. A traffic control plan, prepared by a registered engineer, shall also be submitted for work on private property that results in lane closures.
2. When more than one trench cut is made to install utility lines, then the street shall be either slurry sealed or grind and capped with AC to the nearest lane line of a trench cut from property line to property line. The method of replacing the pavement in kind or better shall be decided based on existing pavement condition.
3. An Engineered Grading and Utility Certification shall be certified by the project engineer. Each phase of construction, fill and soil compaction, rough grading including pad elevations, final grading, utilities, and Water Quality Management Plan shall be certified by the project engineer and submitted to the City.
4. Prior to issuance of occupancy, applicant shall demonstrate all structural BMPs have been constructed in conformance with the approved WQMP.
5. The applicant/contractor shall be responsible for protecting all existing horizontal and vertical survey controls. Any survey controls disturbed during construction shall be reset per Orange County Surveyor Standards after construction.
6. All trash collection services needed during construction or after project completion shall be obtained from the City's authorized provider.

PLANNING DIVISION:

1. This approval shall be contingent upon the approval of General Plan Amendment No. GP-23-1, Zone Change No. Z-23-1, Tentative Tract Map No. TT-24-1, and Mitigated Negative Declaration No. MND-24-2.
2. This approval shall be for the development of a 93-unit townhome development consisting of one (1) density bonus unit, associated off-street parking, open space, and site improvements on approximately 3.87 acres on a property located at 8030 Dale Street in substantial compliance with Conditional Use Permit No. CU-24-1 Development Plans dated "RECEIVED JUL 3, 2024 PLANNING DIV.," and Vesting Tentative Tract Map No. 19319 Plans dated "RECEIVED JUL 14, 2024 PLANNING DIV.," and as conditioned herein.

3. The applicant and/or property owner shall ensure that a copy of the Planning Commission Resolution, including all conditions of approval, and mitigation measures contained in the Mitigation Monitoring and Reporting Program, be reproduced on the first pages of construction drawings and shall be distributed to all design professionals, contractors, and subcontractors participating in the construction phase of the project.
4. The project shall be subject to all the mitigation measures and Project Design Features/Conditions of approval contained within the Mitigation Monitoring and Reporting Program (Appendix L of the Final Draft Initial Study/Mitigated Negative Declaration), dated August 28, 2024 and incorporated herein by reference, as Conditions of Approval.
5. An affordable housing agreement on a City provided form to be approved by the City Attorney shall be required prior to Building Division permit issuance. The proposed project will provide a total of 14 units to be designated as affordable housing as demonstrated in the "Affordable Housing Exhibit" dated July 15, 2024. Of the 14 units of affordable housing proposed, 12 units are designated as moderate-income and 2 units are designated as low-income. The affordable housing units shall be deed restricted for a term of 55 years.
6. Plans submitted for plan check shall include architectural amenities generally consistent with the submitted CU-24-1 conceptual development plans stamped "RECEIVED JUL 3, 2024 PLANNING DIV.," and Vesting Tentative Tract Map No. 19319 Plans dated "RECEIVED JUL 14, 2024 PLANNING DIV." All construction drawings submitted for the development shall include sufficient construction details showing architectural accents, colors, details of construction, and techniques to ensure architectural compatibility throughout the development. Final details shall be approved by the Planning Division prior to issuance of building permits for the project. Final color and material samples shall be provided to the Planning Division with plan check submittals. Architectural features may be replaced or modified subject to approval of the Community and Economic Development Director, based on equivalent provision of acceptable alternatives. Specifications and samples of the following shall be submitted to the Planning Division for approval prior to issuance of building permits:
 - a. Paint colors for stucco
 - b. Stucco exterior finishes
 - c. Roofing material
 - d. Window trim
 - e. Window shutters
 - f. Gable accents
 - g. Awnings
 - h. Iron railing
 - i. Enhanced light fixtures

Architectural features may be replaced or modified subject to approval of the Community and Economic Development Director, based on equivalent provision of acceptable alternatives.

7. Color and material samples shall be submitted to the Planning Division for approval prior to issuance of building permits. The applicant shall demonstrate that proposed

building materials, and other architectural/site features are rated for appropriate durability and longevity. In the event that said rating cannot be obtained, alternate materials shall be used under the direction of the Planning Division.

8. The second and third story windows on the east elevation of building "7A" and "8B", and the second story windows of the south elevations of buildings "9-13 C" and the east elevation of building "4D" shall be located to promote privacy between properties through such methods as offset or clerestory placement, use of opaque or view-obscuring glass, or faux windows.
9. A total of 186 garage parking spaces, and 27 open parking spaces, including 2 accessible parking spaces shall be provided and maintained.
10. Any new walls and fencing, including those shown on plans shall comply with the City of Buena Park Municipal Code (BPMC) Chapter 19.428 (Development Standards – Fences, Walls, Hedges, and Berms) and shall require separate fence and wall permit approval by the Planning Division, as necessary.
11. A 6-inch wide decorative masonry wall, at least 6 ft. high measured from the highest finished grade on either side of the wall, shall be provided and maintained along the south and east property lines; existing block walls on the south and east property lines shall be repaired and finished where needed consistent with the submitted conceptual plans stamped "RECEIVED JUL 3, 2024 PLANNING DIV.," and Vesting Tentative Tract Map No. 19319 Plans dated "RECEIVED JUL 14, 2024 PLANNING DIV." in accordance with the structural design approved by the Building Division. All the perimeter walls shall match in color and texture. No block wall construction shall occur until a Grading Plan has been approved by the Public Works Department, if required. Double walls shall be filled and capped to the satisfaction of the City.
12. Landscaping shall be installed in substantial compliance with plans dated "RECEIVED JUL 3, 2024 PLANNING DIV.". Detailed landscaping/irrigation/sprinkler plans, with signed and stamped Certification of Landscape Design form shall be submitted to the Planning Division for plan check. A 'Landscape Installation Certificate of Completion' shall be submitted to the Planning Division prior to final inspection of building permits. All landscaping/irrigation/sprinkler plans shall comply with the City of Buena Park Water Efficiency Landscape Ordinance, Title 13, Chapter 13.30 of the Buena Park Municipal Code.
13. The planting of trees and shrubs shall have plant material selected and planting methods used which are suitable for the soil and climatic conditions of the site. All landscaping areas along the entire site including along the east and south property lines shall be planted with sufficient quantities that include a mixture of 15-gallon, 24-inch box, including mature specimen trees up to a 36-inch box size, to provide screening and protect privacy of adjacent properties. The proposed type, sizes and locations of all landscaping along the east and south property lines shall comply with Southern California Edison easement land use guidelines to ensure that all landscaping will not impact the existing easements located within the property.
14. The open space areas within the development shall be generally consistent with the plans dated "RECEIVED JUL 3, 2024 PLANNING DIV." Specific features, including

exact design and specifications including landscaping, specified areas for active and passive areas shall be reviewed and approved by the Planning Division prior to the issuance of building permits. The open space areas and site amenities shall have appropriate durability and longevity and include elements that are consistent with the following:

- a. Bar-be-que grills
 - b. Picnic tables and benches
 - c. Trellis shade structure
 - d. Bike racks
 - e. Trash, recycle, and hot ash receptacles
 - f. Play structures and safety surfacing
 - g. Decorative boulders
 - h. Pet waste stations
15. Decorative lighting to complement the Spanish Colonial architectural design of the development shall be provided throughout the entire development including the parking area and open space areas. Final location and design of light standards and wall fixtures shall be reviewed and approved by the Planning Division prior to issuance of building permits. Standard light poles with box fixtures shall not be considered decorative.
16. Plans submitted for plan check shall include complete photometric plan for the parking areas, drive aisles and open space areas to ensure that there are adequate levels of light within all portions of the parking, drive aisles and open space areas, adjacent properties and public rights of way to ensure proper public safety. All luminaries shall be designed, shielded, or aimed in such a manner so as not to produce glare upon adjacent properties or rights of way.
17. All parking areas and driveways shall be paved and striped in compliance with BPMC Section 19.436.070 (Residential Parking Dimensions and Layout) and Section 19.436.080 (Residential Parking Improvements) as shown on the approved plan. All landscaped areas shall be separated from adjacent vehicular areas by a masonry wall or portland cement concrete (p.c.c.) curb a minimum of 6 inches in height, or by p.c.c. or masonry walkway. It shall be the responsibility of the developer to submit to the Public Works Department such plans as are necessary to ensure the installation of curbs or walls do not detrimentally affect drainage.
18. A six-inch high poured-in-place wheel stop shall be provided for all open parking spaces, located three feet inside of the front boundary of the stalls.
19. A decorative stamped and colored concrete pavement shall be provided at the main driveways along Dale Street and La Palma Avenue. The decorative stamped and colored concrete pavement shall extend the full width of the driveway a minimum of 20 feet from the street property line.
20. All decorative crosswalks located within the property shall match the decorative stamped and colored pavement at the main driveway entries.

21. A decorative metal screen fencing shall be provided to screen the utility closets located along Dale Street from public view. The decorative metal screen shall be subject to the review and approval of the Planning Division.
22. All rain gutters and downspouts shall be strategically located within the buildings to the maximum extent feasible and painted to match the colors of the building. Exact location of rain gutters and downspouts shall be submitted to the Planning Division for review and approval prior to issuance of building permits.
23. All roof-mounted mechanical equipment shall not be visible from adjacent and surrounding properties and streets from a height of five (5) feet above ground level. The installation and screening of air conditioning and similar equipment shall comply with existing design criteria and BPMC Section 19.340.020 (Visual Screening of Mechanical Equipment).
24. The proposed trash enclosures shall be in compliance with the Buena Park Municipal Code Section 19.424.010 (Trash Storage Facilities). Plans submitted for plan check shall include trash receptacles within the common open space areas. The design of the trash receptacles shall complement the project.
25. Mailboxes shall be supplied, installed and designed to the approval of the Planning Division, with locations subject to the US Postal Service approval.
26. All signs including entry monument sign shall be subject to a separate review and approval by the Planning Division. All signs shall comply with BPMC Section 19.908.010 (Signs in Residential Zones).
27. Covenants, Conditions & Restrictions (CC&Rs), Articles of Incorporation and By-Laws for the homeowner's association shall be reviewed and approved by City Staff prior to recordation and issuance of Certificate of Occupancy and shall include the following requirements:
 - a. CC&R's shall include a restriction which prohibits illegal garage conversions and also require that all garages provide adequate vehicle access be maintained for the parking of two vehicles, unless otherwise permitted by law.
 - b. Future room additions and expansion of balconies and patios shall not be permitted.
 - c. Interior access to all rooms/areas of the townhome units shall be maintained at all times. No sections shall be partitioned off and provided solely with exterior access. In addition, no secondary kitchen or other cooking facilities shall be provided.
 - d. Modification to any wall or fence within the development, including the wall or fence height, shall be reviewed and approved by the Planning Division, prior to building permit issuance.
 - e. The CC&R's shall specifically dictate responsibilities between the homeowners association and private property owners for the maintenance, both interior and exterior, of all buildings, plumbing and electrical facilities.

- f. The CC&R's shall establish provisions for all the parking areas to be maintained and clear of storage in order to maintain parking.
 - g. CC&R's shall prohibit parking and any type of obstruction of the required fire access lanes and common area driveways.
 - h. The CC&R's shall contain provisions establishing a fair, reasonable, and expeditious procedure for resolving disputes. The HOA shall establish and maintain a reserve fund consistent with the requirements of the Davis-Sterling Act. The CC&R shall include a maintenance schedule for common areas and equipment specifically when maintenance tasks will be performed. (ex. Painting, yard work, etc.)
 - i. The CC&R's shall contain a requirement that the HOA file with the City of Buena Park Community Development Department the names, addresses, and telephone numbers of the Association's property management company and responsible property manager and each member of the Association Board, as of January 1st of each year.
 - j. Within a required vision clearance area there shall be no fence, tree, shrub, or other obstruction to sight between two feet and seven feet above the established street grade. Vision clearance areas shall be provided at any driveway entrance from or exit to a street: triangular areas on each side of the driveway measuring fifteen feet along the street property line and fifteen feet along the edge of the driveway from the point of intersection of the edge of the driveway with the street property line.
 - k. All trees throughout the development shall be properly maintained in living condition and any damaged or diseased tree shall be replaced by the property owner.
 - l. Balconies and porches shall not be used for storage.
 - m. No vehicular gates or speed bumps within the fire lanes may be installed prior to City review and approval.
28. The Applicant shall provide the Planning Division proof of review and approval of the CC&R's by the DRE prior to recordation. A copy of the recorded CC&R's shall be submitted to the Planning Division prior to the release of utilities.
29. All required utility services and equipment, including transformers, gas meter, "J" boxes, and similar devices shall be located below grade, to the extent possible, or shall be screened from view by landscaping or ornamental decorative walls. The placement and treatment of all screening devices shall be subject to review and approval of the Planning Division. In addition to said walls, landscaping may also be required as a solution for screening. A preliminary electrical equipment plan, which is prepared by the Southern California Edison Company, shall be reviewed and approved by the City Planning Division prior to the issuance of building permits. The applicant is required to return City approved red line prints to the Southern California Edison Company Planning Department, for preparation of final construction drawings. The location of other utility companies' appurtenances and meters shall be submitted to the City Planning Division for review and approval prior to installation.

30. All required double detector check valve assemblies located within public view shall be located below grade to the extent possible or shall be screened from view by landscaping ornamental decorative walls. The placement and treatment of all screening devices shall be subject to review and approval of the Planning Division.
31. Prior to the issuance of Building Permits for each phase of the project or any succeeding residential development approval, all development impact fees associated with development including, but not limited to, park fees mandated by BPMC Section 18.64.080 (Park and recreational facilities dedications – Use of land fees) shall be paid in full.
32. The construction authorized by the Conditional Use Permit shall be started within one (1) year of the expiration of the appeal period and thereafter diligently advanced until completion of the project.
33. This approval may be revoked for any violation of noncompliance with any of these conditions in accordance with BPMC Section 19.132.030 (Revocation).
34. Prior to final inspection, these conditions and all improvements shall be completed to the satisfaction of the City.
35. The project and/or use authorized by this approval shall at all times comply with all applicable local, state, and federal ordinances, statutes, standards, codes, laws, policies, and regulations.
36. The applicant and property owner shall sign a notarized Affidavit of Acceptance of all conditions of approval and return it to the Planning Division within thirty (30) days after the effective date of this approval or prior to the issuance of a building permit or certificate of occupancy, whichever may occur first.
37. The applicant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from any claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of the use permitted hereby or the exercise of the rights granted herein, any and all claims, lawsuits or actions arising from the granting of or exercise of the rights permitted by this approval and from any and all claims and losses occurring or resulting to any person, firm, or corporation, or property damage, injury, or death arising out of or connected with the performance of the use permitted hereby. Applicant's obligation to indemnify, defend, and hold harmless the City as stated hereinabove shall include, but not be limited to, paying all fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits, or actions, and any award of such damages, judgments, verdicts, court costs or attorneys' fees in any such lawsuit or action.

Resolution No. 14921
Tentative Tract Map No. TT-24-1 and Conditional Use Permit No. CU-24-1
November 12, 2024

AFFIDAVIT OF ACCEPTANCE:

I/ We do hereby accept all of the conditions contained in this document and all other conditions imposed by Tentative Tract Map No. TT-24-1 and Conditional Use Permit No. CU-24-1 and do agree that I/We shall conform with and abide by all such conditions.

Date: _____

Printed Name and Signature
Owner / Applicant

PASSED AND ADOPTED this 12th day of November 2024 by the following called vote:


AYES: COUNCILMEMBERS: Sonne, Traut, Ahn, Brown

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ABSTAINED: COUNCILMEMBERS: None

ATTEST:


City Clerk




Mayor

I, Adria M. Jimenez, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 12th day of November 2024.


City Clerk

City Council Regular Meeting Agenda Report

A. ORDINANCE ADDING CHAPTER 8.14 OF THE BUENA PARK MUNICIPAL CODE FOR CONSTRUCTION AND DEMOLITION DEBRIS, FEES, AND SECURITY DEPOSITS

Meeting	Agenda Group
Tuesday, May 27, 2025, 5:00 PM	NEW BUSINESS Item: 5A.
Prepared By	Department Head Approval
Laurie Aubuchon, Senior Management Analyst	Mina Mikhael, Director of Public Works/City Engineer
Presented By	
Laurie Aubuchon, Senior Management Analyst	

RECOMMENDED ACTION

1) Adopt an Ordinance adding a new Chapter 8.14 (Construction and Demolition Waste Recycling Program) to the Buena Park Municipal Code to codify requirements for construction and demolition debris that are mandated by California law.

PREVIOUS CITY COUNCIL ACTION

On March 8, 2022, the City Council adopted Ordinance No. 1702 to amend Chapter 8.12 of the Buena Park Municipal Code to incorporate new requirements for organic waste reduction imposed by Senate Bill 1383 (SB 1383). On November 14, 2023, the City Council adopted Ordinance No. 1729 to amend the penalty provisions of Chapter 8.12 to mirror the requirements of SB 1383.

DISCUSSION

The 2016 California Green Building Standards Code ("CALGreen") currently requires a minimum diversion of 65% of all construction and demolition ("C&D") waste generated by certain projects, a rate that is expected to be increased over time. Common C&D waste materials are non-hazardous waste that includes lumber, drywall, metals, masonry (brick, concrete, etc.), carpet, plastic, pipe, rocks, dirt, paper, cardboard, or green waste related to land development. The diversion and reporting of C&D waste is also required by SB 1383.

California's Department of Resources Recycling and Recovery, also known as CalRecycle, can impose significant monetary penalties on cities that fail to implement source reduction and recycling programs geared towards reaching the targeted diversion rate. Though existing Buena Park Municipal Code Chapter 8.12 – the City's general waste hauling and disposal ordinance – references the transporting of C&D waste, a specific ordinance addressing recycling and diversion requirements for C&D waste is beneficial to provide a mechanism for tracking and enforcing compliance with state mandates, and to demonstrate the City's commitment to meeting state standards.

CalRecycle has published a model construction and demolition waste recycling and diversion ordinance, and many jurisdictions have adopted this or similar ordinances to implement the state mandates. These ordinances all have the following common components:

- A requirement for construction and demolition projects to both track and arrange for the recycling, reuse, and or disposal of resulting waste materials in a manner that satisfies CALGreen diversion requirements and other applicable laws governing waste disposal;
- Waste management plan application and reporting requirements “built into” existing permitting systems to demonstrate compliance with diversion and disposal requirements; and
- An enforcement or penalty mechanism to ensure compliance.

A draft ordinance that mirrors standards of CalRecycle’s model ordinance and others from area cities has been prepared for the City Council’s consideration. It would apply to a majority of demolition and construction projects in the City, except for small-scale projects that do not create significant waste (e.g. plumbing, electrical or similar work), seismic retrofits, certain prefabricated structures, or City-contracted projects (in which case the contract will govern).

Specific to enforcement mechanisms, CalRecycle’s C&D Diversion Informational Guide indicates that “security deposits” have been shown to be a positive incentive for complying with C&D waste diversion ordinances. Deposit requirements are somewhat unique and likely only an option for charter cities that have greater flexibility over their financial affairs. However, there is the potential for increased staff time associated with processing and handling the funds. Alternatively, general law and smaller jurisdictions have enforced diversion standards through periodic, unannounced inspections of project work sites and administrative citations.

In 2019, the City’s SB 1383 consultant, EcoNomics, Inc., conducted a survey of 34 Orange County cities and the County of Orange to determine how other agencies were ensuring C&D diversion compliance. EcoNomics, Inc. conducted this survey for the City of Lake Forest, as they had received a letter from CalRecycle in 2017 determining they were out of compliance with requirements for Assembly Bill 939, the California Integrated Waste Management Act (the precursor to SB 1383). Survey results concluded the following at that time:

- Monetary Incentives for Compliance:
 - 20 agencies require a security deposit, including 4 non-exclusive agencies
 - 5 agencies assess fines for non-compliance
 - 6 agencies had no monetary penalties
 - 4 agencies did not reply

Based on discussions with other agencies, advice from EcoNomics, Inc., the City’s franchise hauler, EDCO, and the results from the survey, staff is recommending a security deposit be required for covered projects. A security deposit would provide a monetary incentive that is more likely to compel an applicant’s compliance with CALGreen’s requirements for diverting C&D waste. During several discussions, C&D program administrators from other agencies stated they believe a monetary incentive is key to a successful program.

The proposed deposit amount would be equal to 3% of the project’s valuation, with a minimum of \$200.00 and a maximum of \$10,000. The deposit would be fully refundable upon demonstration of proper diversion of waste within six to eight weeks following the completion of the project and after all required documents are submitted and deemed “complete.”

Complying with the ordinance will require contractors to document the project and provide the City access to records recording the amount of construction or demolition waste generated and how it was recycled, reused, or otherwise disposed of. The City currently has a pilot contract with Green Halo for access to its proprietary online reporting system for this purpose, and through a City-specific portal (<https://wastetracking.com/city/buenapark/>) construction companies, contractors, and developers are able to upload their hauled and self-hauled weight tickets. For CALGreen compliance, the City refers to this website to review the provided reports regarding the diversion rate of construction sites prior to issuing final approval.

Staff anticipates expanding use of the Green Halo system as a mechanism for persons performing construction or demolition work in the City to demonstrate compliance with the new ordinance. Green Halo has become an industry standard record-keeping system and is used by numerous other jurisdictions. The City would provide alternative options or assistance uploading the required information for those not familiar with the Green Halo system or lacking technology access.

Should the Council adopt the ordinance, staff recommends implementing the program on July 1, 2025. This timeline allows for modifying existing forms, finalizing procedures and processes, finalizing security deposit and application fee amounts, and developing related public education materials.

BUDGET IMPACT

The program includes a refundable deposit. Ideally, all the monies collected will be refunded. However, if a deposit is forfeited, the money is to be used to offset the administrative costs of the program or used for solid waste and recycling purposes. In December 2024, the City budgeted, and paid for, Green Halo's one-time setup fee of \$4,500, plus the hosting and maintenance fee of \$150 per month (\$1,800 annually) and service fee, which is charged by population (\$3 per 1,000 residents, at 82,000 residents, or \$2,952 annually), equaling \$9,252 for the first year. The cost to construction companies, contractors, and developers to use Green Halo for projects located in Buena Park is free since the City has paid for the fees up front.

Attachments

[C&D Waste Ordinance FINAL.pdf](#)

[2023Dec14CandDGuide.pdf](#)

[Draft Waste Disposal conditions 2025.pdf](#)

[Draft Green Halo Instructions.pdf](#)

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF BUENA PARK, CALIFORNIA, ADDING CHAPTER 8.14 (CONSTRUCTION AND DEMOLITION WASTE RECYCLING PROGRAM) TO TITLE 8 (HEALTH, SAFETY AND WELFARE) OF THE BUENA PARK MUNICIPAL CODE TO ESTABLISH RECYCLING AND DIVERSION REQUIREMENTS FOR CONSTRUCTION AND DEMOLITION WASTE MATERIAL

WHEREAS, the City of Buena Park ("City") is a California charter city vested with the police power to enact and enforce local ordinances necessary to protect and advance the general health, safety, and welfare of the community

WHEREAS, under California law as embodied in the California Waste Management Act of 1989 (California Public Resources Code Sections 40000 *et seq.*), the City is required to prepare, adopt and implement source reduction and recycling plans to reach landfill diversion goals, and is required to make substantial reductions in the volume of waste materials going to the landfills, or face fines up to \$10,000 per day;

WHEREAS, in order to meet these goals, it is necessary and appropriate for the City to promote the reduction of solid waste materials going to landfills;

WHEREAS, waste from construction, demolition, and renovation of buildings represents a significant portion of the volume of waste presently coming from the City and much of this waste is particularly suitable for recycling and reuse;

WHEREAS, the City's commitment to the reduction of waste requires the establishment of programs for recycling, reuse, and/or salvaging of construction and demolition waste for specified projects; and

WHEREAS, all legal prerequisites to the City Council's adoption of this ordinances have been duly performed or occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct and incorporated herein as part of the findings.

SECTION 2. Chapter 8.14 (CONSTRUCTION AND DEMOLITION WASTE RECYCLING PROGRAM) of Title 8 (HEALTH, SAFETY AND WELFARE) is enacted and adopted to read as follows:

Chapter 8.14 CONSTRUCTION AND DEMOLITION WASTE RECYCLING PROGRAM

- | | |
|-------------------|---|
| § 8.14.010 | Declaration of Purpose. |
| § 8.14.020 | Definitions. |
| § 8.14.030 | Application of Chapter; Exemptions. |
| § 8.14.040 | Requirement to Divert Construction and Demolition Waste. |
| § 8.14.050 | Universal Waste Disposal. |

- § 8.14.060 Waste Reduction and Recycling Plan Required; Application Fee and Security Deposit.**
- § 8.14.070 Reporting Requirements for Construction or Demolition Waste.**
- § 8.14.080 Refunding of Security Deposit.**
- § 8.14.090 Enforcement; Security Deposit Forfeiture and Penalties.**
- § 8.14.100 Appeal.**
-
- § 8.14.010 Declaration of Purpose.**

The purpose of this chapter is to promote the recycling and reuse of construction and demolition waste to reduce the amount of such material that is landfilled, to protect the public health, safety, and welfare, and assist the City in meeting the construction and demolition waste diversion requirements established by the State of California.

§ 8.14.020 Definitions.

"Applicant" means any person, firm, limited liability company, association, non-profit, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the City for a permit to undertake covered work.

"Certified recycling facility" means a recycling, composting, or materials recovery or reuse facility that satisfies all of the following criteria: (1) the facility has obtained all applicable federal, state, and local permits; (2) the facility is operating in compliance with all applicable federal, state, and local laws or regulations; (3) the facility complies with the diversion requirement for all incoming construction and demolition waste; and (4) the facility is either included on the list of certified recycling facilities kept and maintained by the Compliance Official or is otherwise approved by the Compliance Official as meeting the foregoing criteria.

"Compliance Official" means and refers to the Director of Community Development or Director of Public Works, or their respective authorized designee(s), depending on which department is responsible for issuing the permit for covered work.

"Construction" means any building, rehabilitation, remodeling, renovation or repair of any pavement, facility, building, structure, or other improvement, or any portion thereof, including but not limited to tenant improvements.

"Construction or demolition waste" means solid waste associated with or resulting from construction or demolition activities, including but not limited to: steel, copper, aluminum, glass, brick, concrete, asphalt, pipe, gypsum, wallboard, or lumber; rocks, soils, tree remains, trees, and other vegetative material resulting from land clearing or landscaping; or remnants of construction or demolition activities such as cardboard, paper, plastic, wood, or metal scraps.

"Covered work" means any construction or demolition activity for which a building permit, demolition permit, tenant improvement permit, excavation permit, encroachment permit, or similar permit is required by the City before lawfully engaging in the subject construction or demolition activity. Concurrent permits that authorize construction and/or demolition activities on the same project site are considered a single covered work for purposes of this chapter.

"Demolition" means decimating, razing, ruining, tearing down, demolishing, or wrecking of any pavement, facility, building, structure, or other improvement, whether in whole or in part, whether interior or exterior.

"Divert," "diverted," or "diversion" means to recycle or reuse construction or demolition waste, as opposed to disposing of such waste in a landfill or a transformation facility, in any of the following ways subject to the approval or conditional approval of the Compliance Official: (1) using new construction methods that reduce the amount of construction waste generated; (2) reuse of construction or demolition waste on site; (3) delivery of construction or demolition waste to a certified recycling facility; or (4) other methods for reducing the amount of construction or demolition waste that is landfilled, as may be approved by the Compliance Official.

"Diversion requirement" means the percentage of construction and demolition waste for each demolition and/or construction project that must be diverted from landfills, as specified in Section 8.14.040 of this chapter.

"Recyclable and reusable materials" means construction or demolition waste material that falls in any of the following categories: (1) masonry material, including but not limited to asphalt, concrete, tile, rock, stone, or brick; (2) wood material, including but not limited to all dimensional lumber, fencing, or wood that is not chemically treated, creosoted, CCA pressure treated, contaminated, or painted; (3) plant material, including but not limited to trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site for construction or other use; (4) metal material, including but not limited to metal scrap, pipes, siding, window frames, door frames, or fences; (5) roofing material, including but not limited to wood shingles, asphalt, stone, or slate-based roofing material; (6) salvageable material includes all salvageable materials or fixtures resulting from construction or demolition activities, such as, without limitation, wallboard, doors, windows, fixtures, toilets, sinks, bath tubs, or appliances; or (7) any construction or demolition waste that is not universal waste.

"Permittee" means an applicant that has been issued a permit by the City to engage in covered work.

"Recycling" or "recycle" means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

"Solid waste" has the same meaning as in Section 8.12.020 of this code.

"Universal waste" means and includes any excluded waste as defined in Section 8.12.020 of this code, or any hazardous waste that is listed in Section 66261.9 of Article 1, Chapter 11, Division 4.5 of Title 22 of the California Code of Regulations.

"Waste reduction and recycling plan" means a completed report that must be submitted with an application for a permit to ensure compliance with this chapter, as specified in Section 8.12.060 of this chapter.

§ 8.14.030 Application of Chapter; Exemptions.

- A. Except as specified herein, this chapter applies to all any construction or demolition activity for which a building permit, demolition permit, tenant improvement permit, excavation

permit, encroachment permit, or similar permit that is required from the City before lawfully engaging in the construction or demolition activity. Every person that engages in covered work within the City shall comply with the requirements of this chapter.

B. This chapter does not apply to any of the following, as determined by the Compliance Official at the time of permit issuance:

1. Construction or demolition activities for which only a plumbing permit, an electrical permit, or a mechanical permit is required.
2. Seismic tie-down projects.
3. Installation of prefabricated patio enclosures and covers where no foundation or other structural building modifications are required.
4. Installation of prefabricated accessories such as signs or antennas where no structural building modifications are required.
5. Other construction or demolition activities that appear on the exemption list maintained by the Compliance Official for those construction or demolition activities which the Compliance Official has determined will not generate construction or demolition waste.
6. Construction or demolition activities done under contract with the City, except as said contract incorporates this chapter in whole or in part.

§ 8.14.040 Requirement to Divert Construction and Demolition Waste.

Every person engaging in covered work shall recycle or divert the minimum percentage amount of designated recyclable and reusable materials that is established by the most current California Green Building Standards Code (CALGreen) for generated construction and demolition materials, and any future revisions to the diversion rate under that code.

§ 8.14.050 Universal Waste Disposal.

Universal waste (such as batteries, electronic waste, electronic lamps, cathode ray tubes/glass, nonempty aerosol cans) shall be diverted from landfills and disposed of in the manner required by federal, state, and local laws or regulations.

§ 8.14.060 Waste Reduction and Recycling Plan Required; Application Fee and Security Deposit.

Every applicant seeking a permit for covered work shall, at the time of applying for the permit, submit all of the following to the Compliance Official: (1) a waste reduction and recycling plan, in a form made available by the City or otherwise approved by the Compliance Official; (2) an application fee for the waste reduction and recycling plan, in an amount as may be established from time to time by resolution of the City Council to reimburse costs incurred in administering and enforcing this chapter; and (3) a security deposit, in the form of cash or cash equivalents acceptable to City, and in an amount equal to three percent (3%) of the estimated value of the permitted work or \$500, whichever is higher, up to a maximum deposit of \$10,000 per permit. No permit shall be issued by the City for covered work unless a waste reduction and recycling plan has been approved by the Compliance Official.

§ 8.14.070 Reporting Requirements for Construction or Demolition Waste.

- A. No later than sixty (60) days after a permittee's completion of covered work, every permittee shall submit the following documentation to the Compliance Official demonstrating compliance with the diversion requirement of this chapter:
 - 1. A final construction and demolition waste recycling and disposal report summary that shows actual data of tonnage of the construction or demolition waste that was recycled or diverted; and
 - 2. Originals or certified photocopies of receipts and weight tags or other records of measurement for construction or demolition waste from certified recycling facilities, recycling companies, contractors, and/or landfill and disposal companies.
- B. The information and documentation required by this subsection A. shall be submitted on the form(s) and in the manner specified by the Compliance Official, and the accuracy and truth of such information shall be certified by permittee under penalty of perjury.
- C. If a person is applying or has been issued concurrent permits for both demolition and construction work for the same site, the documentation required by subsection A. for the demolition work must be submitted to and approved by Compliance Official before any permits authorizing construction work will be issued. An applicant or permittee may satisfy the requirements of this subsection by submitting a statement to the Compliance Official, certified under penalty of perjury and subject to verification by the City, that no designated recyclable or reusable materials were generated from the completed demolition work.
- D. If an applicant or permittee for construction work fails to comply with the requirements of this chapter for demolition work related to the same project site, the Compliance Official may, in addition or alternative to other remedies set forth in this chapter, require the permittee to divert a higher percentage of construction waste than otherwise would be required by this chapter; provided that the diversion rate construction waste is no higher than is reasonably necessary to cover shortfalls in construction waste diversion.

§ 8.14.080 Refunding of Security Deposit.

The Compliance Official shall return or refund the security deposit required by this chapter upon the occurrence of any of the following:

- A. A determination that the security deposit was erroneously paid or collected. If the determination is that the security deposit was miscalculated, then the Compliance Official shall return any overpaid amounts.
- B. An applicant cancels their application, or a permittee cancels and terminates the permit, before any work covered by the application or permit is commenced.
- C. A permittee has complied with the requirements of this chapter by satisfying the minimum diversion requirement for the covered work and submitting the documentation required by this chapter to demonstrate such compliance.

- D. Upon application from a permittee for the return or refund of the security deposit, unless the Compliance Official has issued a noncompliance notice pursuant to Section 8.14.090, in which case the deposit shall be returned or forfeited in the manner specified in said section.

§ 8.14.090 Enforcement; Security Deposit Forfeiture and Penalties.

- A. Security Deposit Forfeiture. In the event a permittee fails to comply with the requirements of this chapter, the Compliance Official shall determine on a case-by-case basis whether, despite the noncompliance, the permittee made a good faith effort to comply. If the Compliance Official determines a permittee failed to make a good faith effort, then the Compliance Official may issue a notice of noncompliance describing actions the permittee must take to be in compliance with this chapter. If the permittee fails to take and complete the actions described in the notice within thirty (30) days from the date thereof, then the Compliance Official may declare permittee in violation of this chapter and upon notice of such determination to permittee the security deposit shall be forfeited to the City.
1. The Compliance Official may authorize a partial refund of a security deposit in cases where there has been some compliance but less than the minimum diversion requirement has met, with the amount of the refund being in proportion to the documented amount of diverted construction or demolition waste.
 2. Funds received by the City by as forfeited security deposits shall be kept and retained in a separate account and used only for the following purposes: reimbursement of security deposits; documented administrative costs of the program in excess of application fee revenues; recycling or diversion programs for construction and demolition waste; programs to develop or improve recycling or diversion programs for construction and demolition waste.
- B. Administrative Fine. Any person that violates the requirements of this chapter may be issued an administrative citation by the Compliance Official and subject to fines specified in Chapter 1.04 of this code.
- C. Remedies Cumulative. The remedies and penalties provided in this section are in addition to those available under federal, state or local law.

§ 8.14.100 Appeal.

Any determination made by the Compliance Official to implement or enforce this chapter may be appealed to the City Manager in writing within ten (10) calendar days of the date of the decision being appealed. Any person aggrieved by a final decision of the City Manager may file an appeal to the City Council within ten (10) days of the date of the City Manager's decision pursuant to Section 5.00.200 of this code.

SECTION 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be

declared unconstitutional or invalid or ineffective. To this end, the provisions of this Ordinance are declared to be severable.

SECTION 4. CEQA. This ordinance has been reviewed by the City Council with respect to applicability of the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq.*, hereafter the “CEQA Guidelines”), and any applicable local CEQA policies and procedures and City has determined that this Ordinance is not a “project” for purposes of CEQA, as that term is defined by CEQA Guidelines Section 15378, because City has determined, in its discretion and based on substantial evidence, that this Ordinance concerns organizational or administrative activities and presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

SECTION 5. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published or posted according to law.

PASSED AND ADOPTED this _____ day of _____ 2025, by the following called vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was introduced and passed at a regular meeting of the City Council of the City of Buena Park held on the _____ day of _____, 2025.

City Clerk



Construction and Demolition (C&D) Diversion Informational Guide

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Model Construction and Demolition (C&D) Diversion Ordinance

Legislation

The California Department of Resources Recycling and Recovery (CalRecycle) has developed a model construction and demolition (C&D) diversion ordinance, as required by Senate Bill 1374 (Kuehl, Chapter 501, Statutes of 2002), to assist jurisdictions with diverting their C&D waste material. Specifically, CalRecycle was directed to:

“...Adopt one or more model ordinances, suitable for modification by a local agency, that the local agency may adopt that will require a range of diversion rates of construction and demolition waste materials from 50 to 75 percent, as determined by CalRecycle, and as measured by weight.”

Jurisdictions are not required to adopt their own C&D ordinance, nor are they required to adopt CalRecycle’s model ordinance as their own by default. However, SB 1374 also added a new set of circumstances (related to C&D waste diversion) to those previously included in Public Resources Code section 41850 that CalRecycle shall consider when determining whether to impose a fine on a jurisdiction that has failed to implement its Source Reduction and Recycling Element (SRRE). Those circumstances are the following:

- If a jurisdiction has been issued a compliance order for failure to implement its SRRE and
 - it has failed to meet the requirements of that order; and
 - it has reported to CalRecycle that C&D waste is at least a moderately significant portion of its waste stream;
- Then CalRecycle shall include in its consideration whether the jurisdiction has taken any action to divert that C&D waste, including
 - adopting its own C&D diversion ordinance,
 - adopting CalRecycle’s model ordinance, or
 - implementing another program to encourage or require the diversion of C&D waste.

How the Model Ordinance Was Developed

CalRecycle staff developed the model ordinance based on feedback solicited from local government, building industry representatives, C&D recyclers and waste management companies, and on C&D diversion ordinances already being implemented by jurisdictions.

The most typically used sections in existing ordinances have been incorporated into the model ordinance, making the model a composite of ordinances reviewed. The model is quasi-modular in format so that you may pick and choose which sections of the model you want to include in your own ordinance. CalRecycle adopted the model ordinance at its [March 16, 2004, CalRecycle Meeting \(Agenda Item #13\)](#). It has since been updated to reflect the California Green Building Standards Code's (CALGreen) waste management requirements.

Local Government C&D Diversion Information

CalRecycle has an existing Web page on [C&D recycling](#) that includes useful information related to contractors and C&D waste diversion. The [C&D Informational Guide](#) provides information to jurisdictions and general contractors on methods and activities to divert construction and demolition (C&D) materials.

Related Events and Information

Public Workshop

CalRecycle staff conducted a public workshop on C&D diversion ordinances on July 8, 2004 in Sacramento. Two panels composed of local government and industry representatives with expertise in C&D diversion ordinances shared their insight and experiences. The workshop was broadcast over the Web.

Presentations made at the workshop are listed below as downloadable files. (Please notice file sizes.)

- [Introduction to C&D Workshop](#)

The workshop [transcripts](#) and the July 8 C&D Workshop [audio](#) (00:03:14:00) are also available.

C&D Forum: Closing the Loop on C&D Materials

CalRecycle staff conducted a C&D Forum: Closing the Loop on C&D Materials on May 31, 2006. The purpose of this forum was to share information on C&D diversion as it relates to creating infrastructure and markets for C&D materials.

Two panels of experts spoke on the following:

- Local governments' experiences with creating and/or using infrastructure to divert C&D waste.
- Industry and local government perspectives on issues related to creating markets for C&D materials, as well as an example of reusing C&D materials on site.

Video presentations of the speakers are also available.

C&D Resources

Below are selected links on C&D diversion that may help your jurisdiction “close the loop.”

- Construction and Demolition Web sites
- [*infoCycling Special Edition on Construction and Demolition*](#), May 2006. This edition features information on diverting construction and demolition waste.

Developing a C&D Ordinance

Background

A construction and demolition (C&D) ordinance is a formal, publicly adopted law that gives a jurisdiction enforcement authority for the diversion activities required in the ordinance. Before adopting and implementing a C&D diversion ordinance, you should begin the process by first researching your local conditions related to C&D waste, and include your local stakeholders throughout the development of the ordinance. To help ensure your ordinance actually leads to increase diversion of C&D debris from landfills, certain points should be considered during the development, adoption, and implementation phases of your ordinance.

Many jurisdictions have adopted one of the [C&D diversion ordinances](#) available on our C&D Web page. Whether you choose to use one of these sample ordinances or to build your own using CalRecycle's model ordinance tool, we strongly encourage you to first read through the "Important Considerations" section below, as the information will help you during the development of your own ordinance. Here is a [sample of language](#) used by a jurisdiction (City of Atascadero) to present their C&D ordinance to their city council and recommend its adoption (provided by San Luis County).

Based on input CalRecycle staff received from local jurisdictions, the building industry, the demolition industry, C&D recyclers, and solid waste haulers, the issues identified on the following pages should be considered during the planning and development phases of your C&D diversion ordinance. You will also find by reading through this information that several processes related to implementing the ordinance, such as training for staff and contractors, and handling deposits or fines, should be in place prior to its adoption.

Appeals

Many construction and demolition (C&D) diversion ordinances include an “appeals” section to clarify upfront what the process will be if an applicant chooses to appeal a decision made regarding:

- Granting or denying an exemption.
- Determining an applicant’s level of good faith shown in complying with the ordinance.
- The amount of deposit the compliance officer determined to be appropriate.

This section would not only give an applicant the right to appeal such a decision, but would also spell out what the process is for making an appeal. Including this section will provide clarity and add flexibility to the ordinance in how applicants and the jurisdiction will handle any special circumstances that occur that make it difficult, or impossible, for an applicant to comply with the ordinance requirements.

Case Studies Related to C&D Diversion Ordinances

Several jurisdictions around the state have already gone through a construction and demolition (C&D) diversion ordinance development and adoption process, which may or may not include green building practices. Below are a few examples from different jurisdictions in California. Please keep in mind that this website will be continually updated and we are always looking for new case study examples to add to the list below:

- [**Alameda County Waste Management Authority \(ACWMA\) Job Site Case Study**](#). ACWMA staff developed a case studies relating to greenbuilding, as well as tools for purchasing recycled content products and C&D diversion.
- [**Case Studies**](#). Developed by CalRecycle's C&D program staff on green building and deconstruction projects.
- **Excerpts: Best Practices in Waste Reduction Video (Chapters 1 and 6)**. Below are two chapters in CalRecycle's 12-chapter Best Practices in Waste Reduction video (Windows Media Video). All chapters are available to watch on [YouTube](#) or on our [Video Central Training](#) page.
 - Chapter 1: Opening Overview: [YouTube](#) (00:02:38) | [Transcript](#)
 - Chapter 6: C&D Diversion Ordinances: [YouTube](#) (00:04:01) | [Transcript](#)

Reducing waste can save you money, conserve energy and resources, and reduce air, soil, and water pollution. The Best Practices in Waste Reduction video shows you real options for recycling, reducing, or reusing solid waste products. Helping promote California's development of markets for recyclable materials is part of our mission. We can help you with technical, financial, and permitting assistance. Please feel free to contact CalRecycle's [Office of Public Affairs](#) for more information.

Ordinance Construction

Introduction

Many jurisdictions have adopted one of the sample [construction and demolition \(C&D\) diversion ordinances](#) available on our website, or have adapted one to fit their specific needs. You may choose instead to build your own C&D ordinance using CalRecycle's model ordinance.

CalRecycle's model is provided as a tool to assist you in developing an ordinance that best fits your jurisdiction's needs and conditions. It includes many "fill in the blanks" for those sections that require specificity based on your particular jurisdiction's conditions. For example, you could choose to include a threshold based on the cost (dollar) or square footage amount that will capture the most common types of projects in your jurisdiction, or on those projects that generate the greatest amount of C&D materials.

Also, as you read through each section of the model, you will be able to click back to the corresponding information for that section on this Information Page.

The sections included in CalRecycle's model ordinance are those typically found in existing ordinances. Information related to each section is included as guidance when developing your ordinance.

Definitions

To facilitate compliance with your ordinance and avoid conflicts over issues such as who is an applicant, what projects are covered under the ordinance, and what counts as diversion, you will want to include a list of definitions to ensure that contractors understand what is required to demonstrate compliance with the ordinance. Below is a list of frequently defined terms in construction and demolition (C&D) diversion ordinances:

- Applicant
- Construction and demolition (C&D) waste, debris, or material
- Contractor
- Conversion factor/Conversion rate
- Covered project
- Deconstruction
- Demolition
- Divert/Diversion
- Diversion requirement
- New Construction
- Performance Security/Security Deposit
- Project
- Recycling/Recyclables
- Renovation/remodeling
- Residential
- Reuse
- Salvage
- Waste Management Plan
- Waste Management Plan Compliance Official

Below are example definitions that appear in many of the sample ordinances currently on CalRecycle's [Construction and Demolition](#) web page. Some of the definitions are very similar from one to the next, while others are quite varied. When many jurisdictions used the same or a very similar definition, the example provided below is labeled "common definition." When there was large variation between definitions, multiple example definitions are provided, with the specific jurisdiction noted.

CalRecycle's [C&D Waste and Inert Debris Disposal Regulations](#) also contain definitions that may be applicable to a C&D waste diversion ordinance.

Applicant: Any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the City/County for the applicable permits to undertake construction, remodeling or demolition project within the City/County. (Common definition)

Construction and demolition (C&D) waste, debris, or material: Of all the sample definitions, this one seemed to have the most variety amongst the sample ordinances reviewed, with definitions varying in length and detail. Below are variations of this definition:

- Discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum, wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure and/or landscaping, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing, landscaping and development operations for a construction project. Clean cardboard, paper, plastic, wood, and metal scraps from any construction and/or landscape project. Non-construction and demolition debris wood scraps. De-minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the industry. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. (Atherton)
- Used or discarded materials resulting from construction, remodeling, repair, or demolition operations on any pavement, house, commercial building, or other structure and such other materials as may be removed during the normal cleanup process of such construction, remodeling, repair, or demolition operations. (Santa Rosa)
- Waste building materials resulting from construction, addition, remodeling, repair, alteration, or demolition operations. (Oakland)

- Building materials and solid waste resulting from construction, remodeling, repair, cleanup, or demolition operations that are not hazardous as defined in California Code of Regulations, Title 22 section 66261.3 et seq. This term includes, but is not limited to, asphalt, concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard, and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe and steel. The material may be commingled with rock, soil, tree stumps, and other vegetative matter resulting from land clearing and landscaping for construction or land development projects. (Santa Monica)
- Includes discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, copper, aluminum, glass, brick, concrete, asphalt material, pipe, gypsum, wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure and/or landscaping, including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing, landscaping and development operations for a construction project; (2) Remnants of new materials, including but not limited to: cardboard, paper, plastic, wood, and metal scraps from any construction and/or landscape project; (San Mateo County)
- Definition in Construction, Demolition, and Inerts (CDI) regulations

Contractor: Any person or entity holding, or required to hold, a contractor's license of any type under the laws of the State of California, or who performs (whether as contractor, subcontractor, owner-builder, or otherwise) any construction, demolition, remodeling, renovation, or landscaping service relating to buildings or accessory structures within the City/County (common definition).

Conversion factor/conversion rate: The rate set forth in the standardized Conversion Rate Table approved by the City/County/District pursuant to this Article/Chapter/Section for use in estimating the volume or weight of materials identified in the waste management plan. (Common definition)

Covered project: This sample definition varied amongst the sample ordinances reviewed, with definitions varying in length and detail. Below are variations of this definition:

- Shall have the meaning set forth in [the threshold section]
- Means and includes any project which consists of one or more of the following:
 - (1) Demolition work only, as determined by the Building Official, or designee;
 - (2) Amended to follow the California Green Building Standards Code.
 - (3) Residential and Non-residential development and new permitted structures, as determined by the Building Official, or designee.
 - (4) Additions and alterations of existing permitted structures as determined by the Building Official, or designee. (San Mateo County)

Deconstruction: The careful and systematic dismantling of buildings and structures in order to salvage materials for diversion. (La Habra)

Demolition: This sample definition varied amongst the sample ordinances reviewed, with definitions varying in length and detail. Below are variations of this definition:

- The decimating, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, (wall, fence) whether in whole or in part, whether interior or exterior. (Common definition)
- The deconstructing, destroying, razing, tearing down, or wrecking of any facility including its foundation, covered by this chapter. As used herein, the word “demolition” shall include any partial demolition and any interior demolition affecting more than ten percent of the replacement value of the structure as determined by the Building Official. Demolition work includes: (1) proper disposal of recyclables, solid waste, and hazardous materials pursuant to applicable regulations and approved plans, if any, (2) termination of utilities serving the premises including permits and final inspections and approvals, (3) removal of driveways and repair of public sidewalks, as required, and (4) site cleanup and restoration including grading, landscaping, and fencing as required. (Oakland)

Divert/diversion: This sample definition varied amongst the sample ordinances reviewed, with definitions varying in length and detail. Below are variations of this definition:

- To use material for any purpose other than disposal in a landfill or transformation facility. (Common definition)
- The reuse of construction and demolition debris to avoid disposal in a landfill. (La Habra)
- To use C&D debris for any purpose other than disposal in a landfill, incineration facility, or alternative daily cover. Methods to divert materials from landfills include reuse, salvage, and recycling. (Oakland)

Diversion requirement: This sample definition varied amongst the sample ordinances reviewed, with definitions varying in length and detail. Below are variations of this definition:

- Construction and Demolition Debris diversion must comply with the most current California Green Building Standards Code (CALGreen) requirement of generated construction materials and any future changes to the diversion rate under that Code, and all inert solids.
- The percentage of construction and demolition waste generated from a covered project by reuse or recycling that must be diverted from landfills, unless the Applicant has been granted an exemption pursuant to Part X of this Article/Chapter/Section. If the Applicant has been granted an exemption, the Diversion Requirement shall be the maximum feasible diversion rate established by the Public Works Director for the Project, Compliance Officer, or other designated staff in charge of C&D Ordinance oversight. (Common definition)
- The diversion of at least sixty-five (65) percent of the total Construction and Demolition Debris generated by a Project via reuse or recycling, unless the Applicant has been granted an Infeasibility Exemption pursuant to section 5707 of this Chapter, in which case the Diversion Requirement shall be the maximum feasible diversion rate established by the waste management plan compliance official for the Project. (Castro Valley)
- The diversion of a minimum of 65 percent of the total construction and demolition debris generated by a project, or the lower percentage requirement granted by exception pursuant to section.... (La Habra)

- At least sixty-five percent (65 percent) by weight of the total C&D debris is diverted on an affected project. (Oakland)
- The diversion of at least sixty (60) percent of the total Construction and Demolition Material generated by a Project via reuse or recycling, unless the Applicant has been granted an Exemption pursuant to section X in which case the Diversion Requirement shall be the maximum feasible diversion rate established by the waste management plan compliance official in relation to the project. (Santa Monica)

Existing Construction: The building, addition, alteration, or repair of any structure or any portion thereof including any tenant improvements to an existing structure. (Common definition)

New Construction: A newly constructed building or structure and does not include additions, alterations or repairs to previously-existing buildings or structures. (Common definition).

Performance security/security deposit: This sample definition varied amongst the sample ordinances reviewed, with definitions varying in length and detail. Below are variations of this definition:

- Any performance bond, surety bond, money order, letter of credit, or certificate of deposit or similar financial guarantee as approved by the permitting authority submitted to the City/County/District pursuant to Article/Section/Chapter XX of this Article/Section/Chapter. (Common definition)
- Cash, certified or cashiers' check, certificate of deposit, a letter of credit or other security in a form approved by the Director of Public Works. (La Habra).

Project: This sample definition varied amongst the sample ordinances reviewed, with definitions varying in length and detail. Below are variations of this definition:

- Any activity which requires an application for a building (renovation) or demolition permit or any similar permit from the City/County. (Common definition)

- Any proposal for new or changed use, or for new construction, alteration or enlargement of any structure, that requires a permit from the City of X. (La Habra)

Recycling/recyclables: This sample definition varied amongst the sample ordinances reviewed, with definitions varying in length and detail. Below are variations of this definition:

- The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. (Common definition)
- The process of collecting, sorting, cleansing, treating, and reconstituting construction and demolition debris that would otherwise be disposed of in a landfill; for use as raw material for new, reused, or reconstituted products which meet industry standards. (La Habra)
- Residential, commercial, or industrial materials or by-products which are set aside, handled, packaged, or offered for collection in a manner different than solid waste for the purpose of being reused or processed and then returned to the economic mainstream in the form of commodities. (Oakland)
- The process of collecting, sorting, cleansing, treating, and reconstituting materials for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating, or thermally destroying solid waste. (Santa Monica)
- The material will be processed and made into new products or materials. (Contra Costa County)

Renovation/remodeling: Any change, addition or modification in an existing structure. (Common definition)

Residential: For the purposes of CALGreen:

- Low-Rise Residential Building: Any building that is three stories or less.

- High Rise Residential Building: Any building that is four stories or greater in height.

Reuse: This sample definition varied amongst the sample ordinances reviewed, with definitions varying in length and detail. Below are variations of this definition:

- Further or repeated use of construction and demolition debris/waste. (Common definition).
- Recovering material for repeated use in the same form. This includes materials that are reused at the same location as they are generated. (Oakland)
- The use, in the same or similar form as it was produced, of a material that might otherwise be discarded. (Santa Monica)

Salvage: This sample definition varied amongst the sample ordinances reviewed, with definitions varying in length and detail. Below are variations of this definition:

- The controlled removal of construction or demolition waste/material from a permitted building, construction, or demolition site for the purpose of recycling, reuse, or storage for later recycling or reuse. (Common definition)
- The controlled removal of materials from a covered project. (San Mateo County)
- The recovering of C&D debris from a building or demolition site for the purpose of recycling, reuse, or proper storage for future recycling or reuse. (Oakland)

Waste management plan: A completed waste management plan (WMP) form, approved by the City/County for the purpose of compliance with this Article/Section/Chapter, submitted by the Applicant for any Covered or Non-covered project. (Common definition)

Waste management plan compliance official: This sample definition varied amongst the sample ordinances reviewed, with definitions varying in length and detail. Below are variations of this definition:

- The designated staff person(s) authorized and responsible for implementing this chapter. (Castro Valley/Oakland)
- The administrator of the Refuse Division of the Dept. of Public Works, or his or her designee. (La Habra/Santa Monica)

Deposit Required

Many jurisdictions consider deposits to be a positive incentive for complying with their construction and demolition (C&D) diversion ordinances. One thing to consider when deciding whether to include a deposit requirement, however, is the amount of staff time that may be spent on the handling and processing of deposits. Because of limited staffing resources, some jurisdictions therefore opt to forego a deposit, and instead monitor compliance by conducting periodic, impromptu inspections of project work sites.

Alternative Compliance Incentives

Alternative compliance incentives used by jurisdictions include:

- A signed letter of intent to comply with the ordinance.
- Onsite monitoring at any given time to verify compliance.
- Penalties if a contractor fails to comply with the ordinance.

Deposit Requirement Considerations

When determining what your deposit requirements will be, it is essential that you consider the dynamics of your community and solicit contractor input regarding the requirements, including the basis and procedure for deposit reimbursement. Deposits are generally returned upon submittal of verification that the diversion requirement, or some portion thereof, was met. You may also want to allow a refund in situations when the applicant's building permit is withdrawn or cancelled before any work has begun.

If you include a deposit program in your ordinance, you will need to establish what the process will be for verifying diversion, and how the refund amount will be determined. Some jurisdictions require the applicant to file a written request for the refund and to provide supporting documentation; the amount of the refund is usually tied to the amount of substantiated diversion. The refund process should be described in the ordinance.

Deposit Uses

Jurisdictions with a diversion deposit program have used the deposit for payment of diversion deposit refunds, as well as:

- Administrative costs associated with the C&D diversion program.
- Program costs associated with the C&D diversion program, including infrastructure improvements to facilitate C&D waste diversion.

Deposit Amount

Another important consideration is the deposit amount. If the amount charged is too high for contractors, they may consider not building in your jurisdiction. If the amount is too low, it could be cheaper for the contractor to forfeit their deposit than to comply with the diversion requirement. This would be a good topic to discuss with the stakeholders prior to adopting your ordinance. You could also explore what amount works best with other jurisdictions in surrounding areas that are implementing C&D diversion ordinances that have a deposit requirement.

Deposit amounts can be based on:

- Cost of the project.
- Size or square footage of the project.
- A fixed amount to be determined by the jurisdiction.
- Type of project.
- Deposit amounts may vary with the following types of projects:
 - Construction, demolition, remodeling, and grading.
 - Residential or nonresidential buildings.

Legal Considerations

It is important to note, however, that if your jurisdiction is a general law city or county, you should consult with your city attorney's office or county counsel's office before including a deposit section in your ordinance, as general law cities and counties may have some limitations on their use of this kind of enforcement mechanism. If you do include a deposit section in your ordinance, you may want to allow deposits to be paid in the form of cash, letter of credit, performance or surety bond, or money order.

Diversion Requirement

The diversion requirement section of an ordinance sets the diversion rate (or rates) determined by the jurisdiction as the minimum required percentage(s) of construction and demolition (C&D) waste diversion a contractor must attain per project that falls under the ordinance. Percentage amounts vary between jurisdictions, and are usually based on their C&D recycling infrastructure, most common project types, or sometimes on a material type basis. For example, some ordinances set a higher diversion rate for asphalt/concrete from demolition projects than for new construction. Half of the materials generated, or 50 percent, is the most common diversion rate set when only one rate is required. Senate Bill 1374 required CalRecycle's model ordinance to have a diversion rate requirement of 50 percent to 75 percent.

To minimize confusion over which activity will count as diversion, you should consider including a definition of the types of activities that would contribute toward achieving the diversion goal (for example, source reduction in new building construction, reuse or salvaging of materials in demolition projects, recycling or composting materials.)

In regard to clean inert debris sent to engineered fills and whether or how those materials are included in the diversion rate calculation, jurisdictions should be aware of how that waste type is treated in CalRecycle's [Construction and Demolition and Inerts Debris Recycling Regulations](#). CalRecycle's regulations state that clean inerts taken to engineered fills do not count as either disposal or diversion for a jurisdiction's AB 939 diversion rate requirement.

You may also want to include a section in your ordinance that addresses how the project applicant will be required or allowed to demonstrate diversion rate achievement. An example can be seen in [Alameda County's model ordinance](#). Please refer to "Section XX-7 Compliance with WMP."

Some jurisdictions also allow for deconstruction or salvaging operations prior to demolition or construction to count toward the diversion requirement. For example, the City of Santa Monica includes in its C&D diversion ordinance the following language:

"In preparing the WMP, applicants for demolition permits involving the removal of all or part of an existing structure shall consider deconstruction... to the maximum extent feasible, and shall make the materials generated thereby available for salvage

prior to landfilling. Deconstruction can be used to meet the sixty (60) percent diversion requirement provided it is accounted for in the WMP.”

Another example is from San Mateo County’s ordinance:

- a. “Contractors are encouraged to make every structure planned for demolition available for deconstruction, salvage, and recovery prior to demolition; and to recover the maximum feasible amount of salvageable designated recyclable and reusable materials prior to demolition.
- b. Recovered and salvaged designated recyclable and reusable materials from the deconstruction phase shall be counted towards the diversion requirements of this chapter.”

Diversion requirements can be set in several ways. For example, the rate can be:

- A set or fixed rate for all projects (for example, 50 percent).
- Set at different percentage rates based on material type generated by a project.
- Based on the project type, for example, a higher diversion rate could be set for demolition projects than for new construction projects. The amount of diversion that is feasible to attain, however, will depend on the material in the building being demolished. For example, a concrete building may have a higher percentage of recyclable material than an older building that contains lead-based painted wood, asbestos acoustic tiles, etc.

Additionally, you may find, as has the City of San Jose, that certifying C&D recycling facilities can simplify verification of compliance with your ordinance’s diversion requirement. For more information on certifying C&D recycling facilities, please refer to “Know Your Infrastructure.” San Jose included a section on “certified recycling facilities” in its ordinance. Select the PDF file “CDDD Ordinance 26219;” see section “9.10.2460 Certified Facilities” for sample language.

Plan for Education and Outreach Activities

Jurisdictions have found that it helps to have a phase-in period before implementing a construction and demolition (C&D) diversion ordinance to provide time to educate your staff on how to implement the ordinance (if you haven't already done so), and to inform contractors about the ordinance and its requirements. This can help to facilitate greater compliance with diversion requirements and a smoother implementation of your overall C&D ordinance. The San Jose ordinance is one example of a program that has a phase-in period. Providing handouts on available diversion facilities, cost comparisons of recycling facilities versus disposal, etc., at this time would also be helpful.

Staff Training

The kind of education and training you will need to provide staff will depend on what sections you include in the ordinance. For example:

- If you require a deposit, you will need to develop a procedure for handling deposits, and you will need to decide what form of payment will be acceptable (e.g., cash, certificate of deposit, surety bond, etc.). You will also need to establish procedures for returning deposits, and for handling any appeals should a non-returned deposit be contested.
- If you require a particular diversion rate but also allow for a reduced rate based on the feasibility of attaining that rate, you will need to establish criteria and train the person reviewing applications for a reduced diversion requirement on how to evaluate such applications. For example, they will need to be trained to recognize which projects are likely to result in non-divertable hazardous materials, like lead-based painted wood.
- If you require that estimates of anticipated materials to be generated, disposed or diverted be included in a waste management plan (WMP) as a condition of a permit, you will also need to train the person who will be reviewing WMPs on how to evaluate the estimates. Estimates can vary from jurisdiction to jurisdiction, depending on size and project type. Consult with your local construction companies for accurate estimations of C&D waste generated by project type/size.

- If you require weight tickets to demonstrate compliance with a particular diversion rate, you could simplify the process by establishing a recycling facility certification program. The City of San Jose has developed a certification process for the C&D diversion facilities in their area, which is explained on their [Construction and Demolition Recycling](#) web page. Basically, a contractor only has to document taking their waste material to one of the facilities that the City has already certified recycles incoming C&D materials at a particular rate.
- If you establish thresholds for determining which projects would fall under the ordinance, you will need to train the staff person responsible for reviewing the project proposals to be able to evaluate the accuracy of a project's estimated cost and or/square footage, and the anticipated amount of C&D materials associated with a project of that size, whether its a demolition, new construction, or renovation project.

Diversion Requirement Exemption

There are times when an applicant for a covered project anticipates circumstances that will make it more difficult, if not impossible, to comply with the construction and demolition (C&D) diversion requirement. This possibility is often provided for in a C&D ordinance, and would include a description of the process an applicant would use to request an exemption or reduction in the required diversion rate. Usually the applicant and compliance official negotiate a more feasible and reduced diversion rate, and that reduced rate is included in the waste management plan (WMP). There are different ways to provide for exemptions in your ordinance:

- If you have both a diversion requirement and a deposit requirement in your ordinance, include a section that exempts a project from both the diversion requirement and the deposit requirement. If a project were exempt from one, it could automatically be exempt from the other.
- Include a section that allows for either a partial or complete exemption from the diversion requirement.
- Include a section that allows for either a partial or complete exemption from the deposit requirement; the [Alameda sample ordinance](#) provides a good example of deposit exemptions.
- Include a section that lists projects that are exempt from the ordinance itself (or include such a list in a “threshold” or “covered project” section).

Example circumstances that could be considered a basis for exempting a project from the diversion requirement, and/or a deposit requirement, because they could lower the feasibility of achieving the diversion rate, include:

- Lack of storage space onsite.
- Contamination by hazardous substances.
- Low recyclability of specific materials.

Frequently Asked Questions

This section contains construction and demolition (C&D) waste diversion related questions frequently asked by stake holders involved in the C&D diversion process (e.g. cities, counties, contractors, recyclers, etc). This section will be updated regularly, so if you have any C&D diversion-related questions that you would like addressed, please send them to cdrecycling@calrecycle.ca.gov.

California Green Building Standards Code

California's Green Building Standards Code (CALGreen) requires the diversion of at least 65 percent of the construction waste generated during most "new construction" projects ([CALGreen](#) Sections 4.408 and 5.408). Please see [this table](#) to see what the current requirements are. Please remember, this does not represent a complete list of requirements and contact your local building department for more information. For more information on CALGreen, see the following questions.

C&D Waste Diversion Ordinance

The following are questions most frequently posed to CalRecycle by local government solid waste officials during the development of their own C&D waste diversion ordinance.

California Green Building Code

Where can I find a copy of the code?

The California Green Building Standards Code (CALGreen) is part 11 of Title 24, California Code of Regulations. The CALGreen code is published by the [International Code Council \(ICC\)](#) and is available on its website, along with other parts of the California Building Standards Code. The applicable sections for residential construction can be found in Section 4.408 and in Section 5.408 for most non-residential new construction. Sections 301.1.1 and 301.3 addresses additions and alterations diversion requirements.

What are the code's waste diversion requirements?

Covered occupancies are required to divert 65 percent of the construction waste materials generated during the project. The code also allows a disposal reduction option that can be met when the project's disposal rate is 2 lbs. per square foot or less

for non-residential and high rise residential or 3.4 lbs. per square foot or less for low-rise residential.

Which types of construction occupancies are covered under CALGreen?

The code applies to various occupancies and types. Please see [this table](#) for general requirements for each type. For specifics on the code's scope, see Section 101.3. Also see Section 101.11 for a list of steps that can be used to determine which sections apply to each type of occupancy.

What changes does the 2019 update make to CALGreen?

No changes were made to the construction waste management requirements. Please see [this table](#) for a summary of the 2016 & 2019 waste management requirements.

Who is responsible for enforcing CALGreen?

Agencies currently enforcing building codes for the covered occupancies are responsible for applicable enforcement of CALGreen.

If city/county building departments are responsible for implementing the updated California Green Building Standards Code, please explain the level of involvement required by [recycling coordinators](#)?

CALGreen does not address the level of involvement required by recycling coordinators. It is up to each jurisdiction to determine what programs are available to divert at least 65 percent of waste from covered construction projects. Building departments, building owners, and builders are strongly encouraged to work with their jurisdiction's recycling coordinator or solid waste staff because they are the local recycling market and infrastructure experts. Recycling coordinators are encouraged to report how their city/county is implementing the code for inclusion in the AB 939 Annual Report.

What flexibility does a jurisdiction have when applying CALGreen?

The code includes exceptions to the requirements of Sections 4.408 and 5.408. The exceptions generally apply if adequate diversion facilities do not exist (exception 2 to sections §4.408.1 and 5.408.1.1, 5.408.1.2, 5.713.8.1.1, and 5.713.8.1.2). Each of these exceptions allows a reduced or alternate compliance requirement. There is an exception for demolition waste diversion in consideration of local recycling facilities and markets for non-residential occupancies (Exception 3 to 5.408.1.1 and 5.408.1.2).

CalRecycle recommends that the recycling coordinator collaborate with their building departments/ inspectors to develop any appropriate exemptions. This will also provide the recycling coordinator information they can include in the AB 939 Annual Report to CalRecycle.

Does CALGreen apply to both demolition permits and construction permits?

CALGreen applies to new construction, demolition associated with the construction permit, and to some additions and alterations, please see [this table](#) to determine which additions or alterations are covered.

What if our local ordinance has a higher diversion requirement than 65 percent?

CALGreen allows for either a 65 percent diversion requirement or the local requirements, whichever are more stringent. CALGreen does not require jurisdictions to adopt a local C&D ordinance.

Is there is a minimum size project to which the code applies?

Yes and No.

- CALGreen's waste diversion requirement applies to projects that require a construction or building permit from a local agency. It also applies to residential additions and alteration of existing buildings where the building's conditioned area, volume, or size increases.

Our C&D diversion ordinance requires recycling on all new construction with a specific cost and/or square footage threshold. Does our jurisdiction still need to implement CALGreen?

Yes, the requirements of CALGreen may be more (or less) restrictive than a current local C&D ordinance. Jurisdictions shall enforce their own more restrictive requirements (local ordinance) or the CALGreen Code, regardless of cost or size triggers. Jurisdictions can choose to amend its ordinance or inform stakeholders in some manner, e.g., when they apply for their building permit. A jurisdiction might also include information on its website. It could also include a note on its existing ordinance about CALGreen and how it affects new construction.

If my jurisdiction does not have an ordinance or policy, then must we still implement CALGreen?

Yes, CALGreen applies on a statewide basis, and the waste diversion and planning are required unless the exemptions (see response to question RE: jurisdiction flexibility) from those requirements apply.

If the jurisdiction is required to use the 65 percent number, can we implement some sort of review of projects that don't report 65 percent and grant "good faith effort" compliance for builders who implement a recycling program but just didn't generate enough recyclable materials to hit the 65 percent?

CALGreen requires builders/owners to divert 65 percent of the waste from covered projects. This can be met through three methods: 1) develop and submit a waste management plan to the jurisdiction's enforcement agency which identifies materials and facilities to be used and document diversion, 2) use a waste management company, approved by the enforcing agency, that can document 65 percent diversion, or 3) use the disposal reduction alternative, as appropriate for the type of project. If the waste management plan option is used, the plan should be developed before construction begins, and project managers should use the project's planning phase to estimate materials that will be generated and identify diversion strategies for those materials. The code provides for exceptions (see response to question above) and the project's planning phase would be an appropriate time to work with the jurisdiction's enforcement agency and recycling coordinator to establish the best route to compliance or to determine if an exception is warranted. All covered projects should be able to divert 65 percent non-hazardous waste.

The Building Standards Commission has developed "Guide to the (Non-Residential) California Green Building Standards Code" to provide information on CALGreen. The California Department of Housing and Community Development (HCD) has developed suggested methods and compliance forms as options for residential builders and owners to demonstrate compliance with the 65 percent or greater construction waste reduction requirement. These methods are currently available in HCD's "A Guide to the California Green Building Standards Code." Additional methods will be added as they are developed. Some projects may not generate significant amounts of waste materials. To address these situations, CALGreen includes methods to demonstrate compliance based upon disposal reduction. CALGreen Guidebooks and reference materials are available on the [CALGreen website](#).

Does our jurisdiction have the flexibility to exempt projects such as pool construction or installation of small, prefabricated buildings?

The California Building Code provides permit exemptions in Chapter 1, Administration, Section 105.2 Work Exempt from Permit, which may be further modified by your city or county. (Similar exemptions are in Section R105.2 of the California Residential Code.) One example from this list includes, “one-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m²).” Pool construction, if constructed as part of a new building, may be covered by this code. An existing building with a new pool would not be regulated. HCD’s CALGreen provisions for “low-rise residential” apply to buildings and do not apply to swimming pools or detached accessory structures. Always check with your local code enforcement office to determine specific requirements.

How does CALGreen apply to residential re-roofs?

Under the strict scope of CALGreen, a normal re-roof that neither increases the building’s conditioned area, volume, nor size, would not be subject to the requirements of the code. Some jurisdictions may, however, include such projects in local ordinances or adopted codes. It is always best to check with the local enforcing agency.

Does CALGreen apply to school or hospital construction projects?

Yes and no.

Hospitals, skilled nursing facilities, licensed clinics and correctional treatment centers that are regulated by the Office of Statewide Health Planning & Development (OSHPD) are covered by the CALGreen sections adopted by that agency. Currently, OSHPD has not adopted any mandatory CALGreen measures relating to construction or demolition waste management.

The Division of the State Architect (DSA) has enforcement authority for all public elementary and secondary schools (K-12) and public Community Colleges. DSA has adopted sections 5.408.1 through 5.408.3 as mandatory.

To review all the requirements, view the [CALGreen Construction Waste Management Requirements Table](#).

C&D Waste Diversion Ordinance

Are cities mandated by SB 1374 to adopt CalRecycle's Model C&D Waste Diversion Ordinance?

No, CalRecycle's C&D model ordinance was developed as a tool for jurisdictional use. In earlier versions of SB 1374, jurisdictions were mandated to adopt the model C&D diversion ordinance. However, in the final chaptered bill, this requirement was taken out.

How can a city determine a threshold for its C&D Ordinance?

A threshold is a set 'target' for a city. The threshold will list projects that must comply with the C&D diversion ordinance. A city can choose which project to target. Projects can be targeted by project cost or type. To get the largest amount of C&D debris out of the waste stream, jurisdictions could look at building permits and determine what types of projects, or what project cost amounts generate the most waste. Once the highest and/or most frequently occurring projects generating C&D waste have been identified, a city then could set its threshold in a way that captures the most C&D waste and target these projects for diversion.

Could a city that is looking to adopt a C&D ordinance save time by just finding another city of similar size and conditions that has already adopted an ordinance, and adopt it?

Every city is different, and each waste stream is different. If a city is considering adoption of a C&D ordinance, while it may benefit by knowing about how C&D ordinances are working in neighboring or similar jurisdictions, it should base their ordinance on conditions specific to the city. The city should identify its infrastructure and know its own waste stream and then tailor the ordinance to its diversion needs.

How is a diversion rate set in an ordinance?

A diversion rate can be set for C&D materials overall, or by material type. CalRecycle's model ordinance recommends 65 percent and above for overall C&D diversion, but a city has the option to set the rate as long as it complies with CALGreen's construction waste management requirements.

Fines and Penalties

The most common “penalty” for construction and demolition (C&D) noncompliance is forfeiture of the deposit. Some jurisdictions have additional enforcement mechanisms in their ordinance in the form of fines and/or penalties. Jurisdictions that have included fines or penalties in their C&D ordinance have found these enforcement methods to be very useful in ensuring compliance with their ordinance.

Some jurisdictions that have implemented ordinances without stipulating penalties for noncompliance have included an “option to revise” section in their ordinance. This gives a jurisdiction the opportunity to evaluate the effectiveness of the ordinance after a specified time period to determine if it should be revised to include additional requirements, such as the assessment of penalties for noncompliance. Alternatively, you may want to put the mechanism for fines or penalties in place, but not enforce those until after a specified time period to enable you to evaluate the effectiveness of the ordinance without those additional fines or penalties.

Alternatives to establishing a fine or penalty for noncompliance include:

- Focusing time and resources on increased technical support.
- Verbal warnings.

Types of fines or penalties that may be included in an ordinance are:

- **Forfeiting deposit.** Lack of compliance could mean deposit is forfeited to the jurisdiction.
- **Three strikes policy.** You could establish an increasing fine for successive violations on noncompliance, for example, \$100 for first time violation, \$200 for the second, and \$500 for each time thereafter.
- **Fines.** Civil action for misdemeanor violation. Failure to comply could result in a misdemeanor violation, a certain amount of jail time, or a set dollar amount for a fine, or both.
- **Penalties.** Lack of compliance could also result in encumbering or hindering any future building permits.

Listed below are additional ways to encourage compliance with your C&D ordinance:

- Provide grant money to certified recycling facilities.

- Return deposits for compliance with ordinance.
- Link issuance of Certificate of Occupancy to C&D ordinance compliance.
- Provide free pick up of recyclable materials (usually for projects that fall below the ordinance's threshold level).

It is important to note that if your jurisdiction is a general law city or county, you should consult with your city attorney's office or county counsel's office before including a fines/penalties section in your ordinance, as general law cities and counties may have some limitations on their use of this kind of enforcement mechanism.

Develop Ordinance Implementation Processes

During the ordinance implementation phase, you will want to provide ongoing education for new staff implementing the ordinance as well as contractors who will need to comply with the ordinance. You will also want to monitor the effectiveness of the ordinance (e.g., any increase in diversion of construction and demolition (C&D) material, or decrease in the amount being landfilled), and to enforce compliance with the ordinance. The amount of staff time (and on-going training) you will need to implement your ordinance will depend on the sections you include. For example, if you:

- Require a waste management plan (WMP), you will need to develop a template for contractors to use, and you may also need to provide training for how to complete a WMP. Some jurisdictions provide such training and examples of a completed WMP on their building department's webpage. The City of Oakland has a webpage that contains [various sample forms](#), including an example of their WMP.
- Have a diversion requirement, you will need to train staff on what are reasonable estimates for anticipated diversion/disposal per project and/or material type.
- Have penalties and/or fines (other than forfeiture of deposit), you will need to develop procedures for implementing the penalty/fines, and train staff accordingly.
- Require a deposit, you will need staff to handle the deposits (taking in and returning), as well as to evaluate compliance with the requirements that allow deposits to be returned, and to handle any related disputes or appeals. If you don't have a deposit requirement and instead require onsite source separation and diversion, you will need to have staff to monitor onsite compliance.

Encouraging/Enforcing Compliance

Below are ways for a jurisdiction to encourage/enforce compliance with their C&D ordinance:

- Provide technical assistance and education for contractors.
- Provide education/training for staff.

- Require security (or performance) deposits.
- Require proof of compliance through weight tickets and receipts from diversion facilities.
- Tie issuance of project permits to meeting ordinance requirements; for example, submittal of a complete waste management plan .
- Conduct field inspections of onsite practices.
- Tie final approval of projects to compliance with the C&D ordinance; for example, a jurisdiction may choose to only release the certificate of occupancy when the project applicant is found to be in compliance with the ordinance.

Know Your Infrastructure

Central to the success of any construction and demolition (C&D) diversion ordinance is having adequate C&D recycling facilities in place and to know if the recycling facilities and markets that are currently in place will be able to handle the amount of C&D waste and the types of projects that you hope to target. If the existing facilities in your area do not currently have the capacity to handle this amount or this type of waste, you should address this issue prior to adopting and implementing your ordinance.

Also, it is important to identify markets for this C&D debris to help ensure its diversion from disposal.

Once you have identified the C&D recycling facilities in your jurisdiction or area, it may facilitate compliance with your ordinance if you have “certified” which of the facilities are known to divert at least the minimum percentage of C&D material that you require in your ordinance. Some jurisdictions have developed a process for certifying recycling facilities that handle C&D material—a good example is the [City of San Jose](#). In the certification process, a jurisdiction verifies the diversion rate at a particular facility, and if the facility meets certain criteria, like meeting the diversion rate or rates required in the jurisdiction’s ordinance, they will be added to the jurisdiction’s “certified facilities” list.

A certified facilities list can facilitate compliance with the ordinance by allowing contractors to simply verify that they took their C&D materials to one or more of those facilities, instead of having to produce individual weight tickets from the various facilities they may have used. Such a list should be included in the educational material you provide to contractors about how they can comply with your ordinance.

The City of San Jose has an example [list](#) of certified facilities and deconstruction, recovery, and reuse listings.

Methods to Encourage C&D Diversion

There are several methods a jurisdiction can use to encourage the diversion of construction and demolition (C&D) waste from landfills. These include providing information on the following topics:

- **C&D Waste Management Plan.** A Waste Management Plan is essentially a form that estimates how much C&D debris will be generated by the project and describes how the materials will be managed. This requires the building contractor to estimate how much C&D material will be generated and to consider how, where, and how much they will divert.
- **Educational Outreach.** Inform contractors about alternatives to landfill disposal of their C&D waste.
- **Policy.** How to implement a policy for diverting C&D waste.
- **Specifications.** Incorporate specifications into local building projects.
- **Building Green.** How to use of recovered and recycled C&D materials.
- **Incentive Programs for Waste Haulers.** Encourage waste haulers to increase diversion of C&D materials.
- **C&D Diversion Ordinance.** How to develop, adopt, and implement a C&D diversion ordinance.

C&D Waste Management Plan

Most C&D diversion ordinances include a requirement that a waste management plan (WMP) be completed and submitted prior to the beginning of a project. A WMP is essentially a plan that estimates how much C&D debris will be generated by the project and describes how the materials will be managed. This requires a project applicant to estimate how much C&D material will be generated and to consider how, where, and how much they will divert. For samples and more information on what a WMP entails, visit the C&D Guide's Waste Management Plan page.

The California Green Building Standards Code (CALGreen) instructs local jurisdictions to require contractors to develop and maintain a waste management plan, among other things, to verify a minimum 65 percent waste diversion. CALGreen further specifies for the WMP to be updated as necessary and shall be available for examination during construction. Sample WMP is provided in the actual CALGreen code publication under the [Compliance Forms and Worksheets](#) section. The California

Department of Housing and Development's website also provides [sample](#) WMP for residential C&D projects.

Educational Outreach

A simple method to help divert C&D waste is to provide general contractors with educational material and information about alternative facilities that take C&D waste. This could be as simple as providing a brochure listing the C&D diversion facilities in the region, with hours, location, cost (if any), and material types accepted. Information on [building green](#) could also be included in your educational material.

You might also consider adding a page or more to your website regarding C&D diversion that includes a list of C&D diversion facilities in your region. An example web page is the [City of San Jose Environmental Services](#) website that includes a list of certified C&D diversion facilities.

Providing information on reuse opportunities, such as exchange programs, can also be useful. Below are links to exchange programs and other information on C&D materials that you could include on your web page or in a brochure with general information regarding C&D waste diversion:

U.S. EPA

The U.S. EPA's C&D Debris [website](#) provides information and links to extensive resources and organizations covering the characterization, reduction, reuse, recycling and management of C&D debris.

Oregon Metro

The [Oregon Metro](#) is a regulatory agency that helps protect the quality of Oregon's environment, including managing the proper disposal of hazardous and solid wastes. Oregon Metro's Construction and Demolition Debris Salvage Program web page provides information and tool kit on C&D Salvage programs.

Alameda County Waste Management Authority (ACWMA)

The [ACWMA](#) provides information on:

- Jobsite Recycling Case Study
- County Model Ordinance

- Information on Green Building
- New Construction, and Home Remodeling Downloadable Guides
- Downloadable Builder's Guide to Reuse and Recycling

Policy

A C&D diversion policy is an informal advisory document or a program that strongly encourages the diversion of C&D materials, but does not provide a local jurisdiction with the same level of enforcement authority as an ordinance. Such policies or resolutions do not have the force of law within a jurisdiction but are simply expressions of opinion or preferences. In this context, the purpose of a policy would be to encourage C&D diversion without actually requiring it.

A policy can:

- Serve as a viable alternative to an ordinance when a jurisdiction does not have the time and resources necessary to fully implement an ordinance.
- Be used as a “stepping stone” in the ordinance process. While there may be a need to establish some kind of a C&D diversion program, a jurisdiction may first want to try alternatives to an ordinance. A policy can be a useful tool in “testing the waters” if used as a first step in establishing a C&D diversion program. Once a policy is in place and a C&D diversion program is established, a jurisdiction can determine over time if an ordinance would be more effective, or if a policy is adequately achieving diversion of C&D waste.
- Also provide a jurisdiction with more flexibility than an ordinance, since ordinances require a more formal process to revise.

Model Deconstruction Policy

[Minnesota Pollution Control Agency](#) works to improve our environment through partnerships, technology transfer, technical assistance, education, research, and matching grants. Their website illustrates an example of a [resolution establishing a model deconstruction policyPDF download](#).

Specifications

Another method for encouraging C&D waste diversion is to include C&D waste diversion requirements/procedures into project specifications. Because specifications are a major communication tool to convey the requirements of a construction or

demolition project, specifications that contractors are required to follow could also include the conditions and requirements for diverting C&D materials. If the conditions are not met, the contractor could be held accountable.

Sample specifications are available from several resources, some of which are listed below.

CalRecycle Specifications

- [Model C&D Diversion Specifications](#)
- [CalRecycle's Green Project Specifications](#). At the bottom of the Green Project Specifications web page, is a list of sample specifications.
- [CalRecycle's Green Building Guidelines](#). This site provides a list of external websites with green building guidelines.

King County in Washington State

In Washington State, [King County's Construction Recycling website](#) includes information on:

- [Preventing Jobsite Waste](#)
- [Design Specifications and Waste Management Plans](#)
- [Commingled vs. Source-Separated Materials](#)
- [Cost-Effectiveness of Jobsite Recycling](#)

Triangle J Council of Governments in North Carolina

The Triangle J Council of Governments in North Carolina website has a free, downloadable document regarding building specifications for reference: "[WasteSpec: Model Specifications for Construction Waste Reduction, Reuse, and RecyclingPDF download](#)."

Building Green

To generate demand and promote the reuse of C&D materials in their present and recycled form, you may want to require the use of recovered and recycled C&D materials. Useful links to building green information include:

- CalRecycle's Green Building and Construction web page contains information on issues such as economic benefits of building green, occupant safety in green buildings, programs and partnerships, and case studies.

- U.S. Green Building Council A coalition of leaders from across the building industry working to promote buildings that are environmentally responsible, profitable and healthy places to live and work.
- [Alameda County Waste Management Authority \(ACWMA\)](#) offers building green information including resources for C&D reuse and recycling.

Incentive Programs for Waste Haulers

You may want to investigate the possibility of establishing an incentive program that would encourage waste haulers in your jurisdiction to increase their diversion of C&D material. This could include establishing a franchise agreement with the C&D material haulers in your area, and providing incentives for C&D diversion through commensurate franchise fee decreases or rebates (or establish disincentives with commensurate fee increases for disposal versus recycling of C&D waste). It is important to note, however, that contractors in your area may prefer to not be limited to the hauling services provided by a franchise hauler.

Many local jurisdictions currently require their municipal solid waste (MSW) haulers to secure a franchise agreement as a condition of their hauling permit. Sometimes, C&D material (hailed in roll-off boxes) is included within a larger exclusive refuse hauling franchise, while at other times C&D is included in multiple, nonexclusive franchises or not regulated at all. If C&D haulers are not currently included within the scope of the permit/franchise requirement, the solid waste code and/or ordinance can be amended to embrace them, as well. The franchises, in turn, can contain an incentive program that will encourage the diversion of C&D material.

Providing such an incentive could also work in a jurisdiction that has open market competition, and nonexclusive commercial and residential franchises. A C&D hauler can execute the commercial refuse services franchise but commit to providing only C&D roll-off services.

However, there is a “budget” caveat with a franchise rebate alternative—when establishing a franchise rebate program, you must carefully project anticipated franchise revenues and calculate the amount thereof that you would need to fund the cost of your budgeted solid waste programs. This will allow you to know exactly how much rebate you could afford to pay back to the haulers.

Also, Monterey Unincorporated offers increased revenue if haulers exceed their preset minimum diversion requirements, so each year there is a certain percentage for the

diversion requirement. If haulers exceed the requirement, they can get paid more. C&D is part of the materials that are recycled. Also, the converse is true. If the diversion requirement is not met, haulers are subject to decreased revenue. Language is for all divertible materials, including C&D. Monterey Unincorporated language can easily be adapted to cite C&D only.

C&D Diversion Ordinance

Ordinance description and C&D diversion ordinance issues to be considered are located in the Developing a C&D Ordinance section.

CALGreen Construction Waste Management Requirements

Waste Diversion

CALGreen requires covered projects to recycle and/or salvage for reuse a minimum 65% of the nonhazardous construction and demolition waste or meet a local construction and demolition waste management ordinance, whichever is more stringent.

The code applies to various occupancies and types. Please see [this table](#) for general requirements for each type. For specifics on the code's scope, see Section 101.3. Also see Section 101.11 for a list of steps that can be used to determine which sections apply to each type of occupancy.

Methods of Compliance

- Enforcing agencies can require contractors to develop and maintain a waste management plan and document diversion and disposal. OR
- Utilize a waste management company that can provide verifiable documentation that it meets 65% waste diversion. OR
- Use a waste stream reduction alternative:
 - Non-residential new construction and residential high rise (4 stories or more) projects with a total disposal weight of ≤ 2 lbs/ft² meets the 65% waste diversion requirement.
 - Residential low rise (3 stories or less) with new construction disposal of ≤ 3.4 lbs/ft² meets the 65% waste diversion requirement.

Recycling by Occupants (Space for Recycling)

Newly constructed non-residential buildings, certain non-residential additions and multi-family housing with ≥ 5 units should provide readily accessible areas that serve the entire building and are identified for the depositing, storage and collection of non-hazardous materials for recycling, including (at minimum) paper, corrugated cardboard, glass, plastics, organic waste and metals.

Senate Bill 1374 (2002)

Introduction

[Chapter 501, Statutes of 2002 \(Kuehl, SB 1374\)](#) seeks to assist jurisdictions with diverting their construction and demolition (C&D) waste material with a primary focus on CalRecycle developing and adopting a model C&D diversion ordinance by March 1, 2004, for voluntary use by California jurisdictions. CalRecycle adopted such a model ordinance at its [March 16, 2004 meeting \(Agenda Item No. 13\)](#).

Below is an explanation of this chapter and its requirements for local governments and for CalRecycle. Chapter 501 added the following requirements to the Public Resources Code (PRC).

Annual Reporting Requirements (PRC Section 41821)

This section was amended to explicitly require that a jurisdiction include in its annual report:

A summary of progress made in diversion of construction and demolition of waste material, including information on programs and ordinances implemented by the local government, and quantitative data, where available. [PRC section 41821(b)(4)] Jurisdictions have been reporting annually to CalRecycle since 1996 on their progress in implementing diversion programs to achieve the diversion goals of AB 939. This new requirement simply makes it explicit that jurisdictions are to also report their progress in implementing C&D waste-related diversion programs in their annual report. If you have any questions on how to report your implementation of C&D diversion programs, contact your [Local assistance staff representative](#).

Enforcement Through Fines (PRC Section 41850)

This section was amended to add another circumstance for CalRecycle to consider when deciding whether to fine a jurisdiction that has failed to meet a compliance order it has been issued. Specifically, subsection (c)(4) was added to include the consideration:

Whether a local jurisdiction has provided information to CalRecycle concerning whether construction and demolition waste material is at least a moderately significant portion of the waste stream, and if so, whether the local jurisdiction has adopted an ordinance for diversion of construction and demolition waste materials

from solid waste disposal facilities, has adopted a model ordinance pursuant to subdivision (a) of section 42912 [i.e., CalRecycle’s model ordinance] for diversion of construction and demolition waste materials from solid waste facilities, or has implemented another program to encourage or require diversion of construction and demolition waste materials from solid waste disposal facilities.

CalRecycle Requirements (PRC Section 42912)

This section requires CalRecycle to develop and adopt a model C&D ordinance by March 1, 2004. Specifically, CalRecycle is required to:

Adopt one or more model ordinances, suitable for modification by a local agency, that the local agency may adopt that will require a range of diversion rates of construction and demolition waste materials from 50 to 75 percent, as determined by CalRecycle, and as measured by weight.

As specified in this section, CalRecycle was required to develop a model ordinance as a tool for jurisdictions, and to solicit public comments on the model ordinance prior to CalRecycle adoption. CalRecycle distributed a draft model for public review and comment from December 23, 2003, through January 31, 2004, and adopted the final model ordinance at its March 16, 2004 meeting.

This same section also requires CalRecycle to compile a report on programs that jurisdictions can implement and methods general contractors can use to divert C&D waste from disposal. CalRecycle is further directed to post that information on its website. These “Local Government Construction and Demolition Diversion Information” web pages, and the contractor information provided on CalRecycle’s C&D website, fulfills this requirement.

CalRecycle currently maintains a valuable web page dedicated to [C&D debris recycling](#) that provides the public with C&D-related information, including:

- Publications (e.g., case studies, fact sheets).
- C&D recyclers (e.g., a C&D debris recyclers data base).
- Recycled building products.
- Sustainable building.
- Other C&D links.
- [C&D diversion ordinances](#).

CalRecycle staff based the model ordinance on existing ordinances currently being implemented, as well as on input from local government, the League of California Cities and California State Association of Counties, private and public waste services, the building construction materials industry and construction management personnel, to ensure that the model will be a useful and effective tool for jurisdictions and general contractors.

Threshold

Most jurisdictions with construction and demolition (C&D) ordinances set a threshold for projects that would fall under the ordinance, with the intent of targeting those projects that generate the majority of C&D waste in their jurisdiction. For some jurisdictions, most of their building permits are for small construction projects, so they would set a low threshold to cover those types of projects.

Other jurisdictions find that it is really only the largest projects that generate the majority of C&D waste in their jurisdiction, so they choose to set a higher threshold. Part of your decision on what threshold to set will also depend on your staffing resources, and how many projects they can handle (for example, reviewing waste management plans, determining ordinance compliance, handling deposits, etc.).

Prior to setting a threshold, it is recommended you identify which type of construction and demolition projects generate the most C&D debris in your area. Some jurisdictions, like the City of San Jose, have identified their most commonly disposed C&D material types and the largest or most frequent generator of C&D materials by conducting surveys at local solid waste facilities.

It is also recommended that you consider setting a different threshold for a construction or renovation project than for a demolition project, because demolition projects often generate more C&D waste than construction or renovation projects of the same size or cost. You could therefore potentially exclude some demolition projects from your C&D diversion program if you set too high of a threshold based only on project cost if you have not differentiated thresholds for construction versus demolition projects.

Specific project types to consider when identifying a threshold include:

- Residential
- Non-residential
- New construction
- Renovation
- Demolition
- Land Clearing (for example, grading)

Thresholds can be established based on:

- Project size (for example, in square feet or dollar amount, or both).
- Project type (for example, large public buildings, multifamily construction, commercial buildings, home construction, or remodels).
- Construction projects only, demolition projects only, or both.

You may also want to include a list of specific types of projects that would be exempt from the ordinance. Some common exemptions are listed below:

- Emergency situations to protect the public health and safety (for example, debris removal after disasters such as floods, fires, earthquakes, etc.).
- Seismic tie-down projects.
- Pools and spas.
- Non-structural.
- Work for which a building or demolition permit is not required.
- New construction projects below a certain dollar amount or below a certain number of units.
- New nonresidential construction projects below a certain dollar or square footage amount.
- Residential or nonresidential remodeling or renovation projects below a certain dollar or square footage amount.
- Roofing projects that do not include removal of an existing roof.
- Work for which only a plumbing, only an electrical, or only a mechanical permit is required.
- Projects where no foundation or other structural building modifications are required.

Progressive Threshold

If you are not sure if your existing recycling infrastructure could handle a sudden large increase in C&D debris that could result from implementing a C&D diversion ordinance, you may want to consider establishing a progressive threshold that would allow you to:

- Target certain projects first and allow markets to develop for the recovered material.

- Then expand the ordinance to include more projects as markets for recovered C&D debris grow.

For example, a jurisdiction may choose to:

- First target only large commercial projects, allow the C&D markets to develop for the material types generated, and then expand to include large residential projects.
- Gradually decrease the square footage threshold of projects to which the ordinance applies. For example:
 - Year One—40,000 square feet.
 - Year Two—20,000 square feet.
 - Year Three—10,000 square feet.
 - Year Four—5,000 square feet.

Know Your Waste Stream

An important first step in the development phase of a construction and demolition (C&D) diversion ordinance is identifying the types and quantities of projects in your area that generate C&D material, and how that material is currently being managed.

Asking these questions in the beginning of the ordinance process will allow you to focus your ordinance on those types of projects that generate the most C&D material, and that are typically landfilled, instead of being diverted. Targeting these projects should help you to achieve a higher level of C&D diversion. The following questions are a good starting point in discovering this valuable planning information.

Demolition or Construction?

Is most of the waste generated from demolition projects, or is it also being generated from construction projects? Is the waste generated from these projects typically diverted, or being disposed in a landfill?

Note: there is usually more C&D debris and inert debris generated from demolition projects than construction projects of similar square footage or cost, although it is often easier to divert demolition debris if it consists mostly of asphalt/concrete.

Project Types

What types of C&D projects (and what percentage of each) are occurring in your area: 1) large commercial/industrial buildings, 2) new home construction (including multifamily complexes), or 3) small-scale remodels? Renovation projects may generate less waste than a demolition project, but more than new construction?

Knowing what types of C&D projects are predominant in your jurisdiction will also help you determine which projects you would want to target in your ordinance and enable you to determine the adequacy of your existing infrastructure for handling the C&D debris generated from those projects.

Most Permitted Projects

What kinds of projects (e.g., based on square footage, dollar value, or types of waste material generated) are most frequently permitted in your jurisdiction?

Small Project Diversion

In some jurisdictions, most of the C&D waste is related to small residential projects. If that is the case, while each individual project may be small, the cumulative impact on the jurisdiction's total annual disposal rate may be significant if efforts are not made to encourage or require diversion of this material. For other jurisdictions, small projects like home remodels produce less significant tonnage when compared to larger building construction and demolition projects, but they are still included in the jurisdiction's overall C&D diversion program.

Other jurisdictions have opted not to target small generators in their C&D diversion ordinances, but have instead encouraged them to divert their C&D waste material by:

- Providing them with a list of C&D recyclers in the area.
- Providing educational materials on C&D diversion.
- Requesting they divert at least 50 percent of their C&D materials.
- Offering free pickup of these materials.

The cities of San Jose and Alameda both have C&D diversion ordinances that are good examples of how a jurisdiction could address C&D waste from small generators. These cities' C&D diversion ordinances are available on CalRecycle's [C&D Ordinances](#) Web page.

Waste Management Plan

Most construction and demolition (C&D) diversion ordinances include a requirement that a waste management plan (WMP) or waste management form (WMF) be completed and submitted prior to the beginning of a project. A WMP or WMF is essentially a plan that estimates how much C&D debris will be generated by the project and describes how the materials will be managed. This will require a project applicant to estimate how much C&D material will be generated and to consider how, where, and how much they will divert.

Time Period

A jurisdiction can designate a set time period for an applicant to complete and submit the WMP prior to starting a project, as well as a set time period that a WMP official has to approve or disapprove a WMP. Jurisdictions can also look at the option of granting approval of the WMP by default in the event that the compliance official fails to take action on a WMP within that specified time period.

Job Permit Number

If a WMP is required for a permitted project, you may want to consider including the job permit number in the WMP, as well as requiring that any documentation provided to demonstrate diversion compliance include the job permit number to avoid fraudulent use of invoices or receipts from previous projects. You would also want to ask for details on how the waste generated for any given project will be diverted, as well as what specific types of material will be targeted for diversion.

Demolition Projects

For demolition projects, the WMP could also include the applicant's plans for deconstruction and salvaging activities prior to demolition, since many demolition projects are potential sources of C&D debris that could be recovered by deconstruction and salvaging activities prior to demolition. Sufficient time would have to be allowed in the project's specifications, however, to allow for diversion activities to take place prior to demolition (for example, time for deconstruction) or prior to construction (or example, time for salvaging after demolition).

The City of Castro Valley includes the following language related to deconstruction in the WMP section of its C&D diversion ordinance:

“Deconstruction: In preparing the WMP, applicants for building or demolition permits involving the removal of all or part of an existing structure shall consider deconstruction, to the maximum extent feasible, and shall make the materials generated thereby available for salvage, prior to recycling or land-filling. This can also include the sale or donation of these items.”

Also, any recovered or salvaged C&D debris from a demolition, remodel, renovation, or new construction project could also be included in the calculation for meeting the ordinance’s diversion requirement.

Types of Information in a WMP

Types of information listed in a WMP could include:

- Project name and address.
- Job permit number.
- Date(s).
- Building type.
- Project cost.
- Size (square feet).
- Applicant’s name and contact information including address.
- Type of permit or project (construction, demolition, renovation, deconstruction, land clearing and grading).
- Calculation of deposit [for size or cost, etc.].
- List of materials and estimate of amounts to be generated for each material type.*
- Estimate of amount diverted (can separate into reuse & recycling categories) vs. amount to be landfilled.*
- Recycling facilities receiving materials.
- Disposal facilities.
- Hauling company.
- Signed statement of intent to divert.
- Application signature.

*Not all jurisdictions may have the resources to evaluate the accuracy of an estimated amount of materials to be generated by each project and/or for each material type for

each project. It may also be difficult and time consuming for permit applicants to be able to estimate these amounts with any accuracy if the jurisdiction does not have standard conversion factors. An alternative to requiring estimates is to require that the applicant identify in the WMP which materials they will target, and where they will take their material.

Certification Program

Another alternative to requiring diversion estimates and confirmation that those estimates have been attained is to have a certification program for the C&D recycling facilities in the surrounding area. This will simplify the process of determining compliance, as it allows a project applicant to simply provide documentation that they used a particular diversion facility that has been certified to divert a particular percentage of incoming material. That eliminates the need for the applicant to obtain and submit weight tickets from the diversion facilities they used to show compliance with the ordinance. The [City of San Jose](#) has a good example program.

Final Report

In addition to a WMP or WMF, a final report is often required prior to the return of the applicant's deposit. Final reports may also be required for the receipt of a final inspection and Certificate of Occupancy. A final report is very similar to the WMP or WMF, except that it reflects actual tonnage amounts in place of estimates, and provides backup documentation to support the amounts of claimed diversion tonnage.

The final report may include the following as supporting documentation:

- Job permit number.
- Weight tags.
- Gate receipts.
- Invoices at all points of materials movement (i.e. generation, recycling, reuse and disposal).
- Invoices directly from the recycling facility or service provider.
- Documentation from Certified Recycling facility (i.e., a jurisdiction-approved facility).

[Oakland City WMP Example](#)

WASTE DISPOSAL CONDITIONS FOR PERMIT NO. _____

Conditions Governing Permit Issued, Subject to the Provisions of the Buena Park Municipal Code

The City of Buena Park has an Agreement for the Collection and Disposal of Refuse, Rubbish, Garbage and Waste Materials, herein after referred to as the "Franchise Agreement." This agreement is with the EDCO company (<https://buena-park.edcodisposal.com/>). Per the terms of this agreement, **EDCO has a sole franchise agreement for waste disposal for all waste services within the City of Buena Park.** This excludes all other contractors, persons, corporations, or entities from picking up trash and garbage from commercial, industrial, residences, and apartment homes. There are only two exceptions to this agreement, as follows:

1. Any hazardous materials that EDCO does not dispose of, such as (but not limited to) paints, e-waste, asbestos, etc.
2. Any construction project in which the prime contractor has their own waste disposal bins **AND** their own vehicles to haul and/or remove their waste disposal bins. A contractor who has their own bins but does not have their own vehicles to haul/remove said bins must use EDCO services for waste disposal.

Any contractor found to be using waste disposal services that are not through EDCO, and not in compliance with the two exceptions noted above, is subject to having their waste bins impounded and a stop-work notice being issued for their project.

In the event that the prime contractor meets either of the two exceptions above, said contractor must meet the following Construction and Demolition Waste Recycling Requirements.

CONSTRUCTION AND DEMOLITION WASTE RECYCLING REQUIREMENTS:

Per the 2022 California Green Building Standards Code, Title 24, Part 11 (CALGreen) [Section 5.408](#), which was adopted into the City's Municipal Code in 2022 ([§15.70.010](#)), 65% of the nonhazardous construction and demolition (C&D) waste materials and organics must be recycled, salvaged, or diverted from the landfill. To meet compliance, construction companies, contractors, and developers must prove the amount that was diverted from their projects by keeping a record of delivery receipts and weight tickets.

To house and organize this required information, the City utilizes the online reporting system developed by Green Halo at WasteTracking.com/city/BuenaPark. Through WasteTracking.com/city/BuenaPark, construction companies, contractors, and developers are able to upload their hauled and self-hauled weight tickets. For CALGreen compliance, the City will refer to WasteTracking.com/city/BuenaPark and review the provided reports regarding the diversion rate of construction sites prior to issuing final approval.



What is Construction and Demolition (C&D) Debris?

Common C&D materials are non-hazardous waste that include lumber, drywall, metals, masonry (brick, concrete, etc.), carpet, plastic, pipe, rocks, dirt, paper, cardboard, or green waste related to land development.

What Projects Need to Use Green Halo?

- Demolition: All projects
- Residential: All new buildings and residential additions or alterations that increase the building's conditioned area, volume, or size, and roofing permits
- Non-Residential: All projects
- Capital Improvement Projects: all projects that generate C&D Debris
- Encroachment Permits: all projects that generate C&D Debris

How to Comply:

1. Obtain City approval (e.g., building permit, demolition permit, or encroachment permit) for work being performed and pay the non-refundable permit application fee.
2. Complete and submit a Construction Waste Management Plan online at Buena Park's Green Halo site: <http://www.WasteTracking.com/city/BuenaPark>.
 - a. A step-by-step instruction manual is included for reference.
 - b. Identify which authorized recycling / transfer facility you will be using and what materials will be generated.
 - i. Options for Recycling and Disposal:
 1. Preferred Method: order a "Construction 10 or 40-Yard Bin" through the City's exclusive hauler: EDCO Park Disposal
 2. Self-haul with the following requirements:
 - a. **Must own the vehicle used to haul materials**
 - b. **Must NOT hire a company to drop off a dumpster**
 - c. **Must use City approved recycling facilities**
3. Pay the **refundable** waste and recycling deposit.
 - a. The recycling deposit will be 3% of the project valuation. The minimum deposit is \$200.00, and the maximum amount is \$10,000.
 - b. Save your deposit receipts, which are required for obtaining your refund.
4. Submit the completed Construction Waste Management Application online (Green Halo) when plans have been approved, and the permit is being issued.
5. Keep a copy of the approved Construction Waste Management Plan on the job site for the duration of the project.
6. Every time waste is hauled to an authorized location, you will receive a weight ticket. Save all weight tickets for the duration of the project.
7. Prior to calling in Building final or project closeout, upload all weight tickets on the online system (Green Halo) to generate a waste tracking report for City staff's review. Upon approval, applicant can proceed to Building final and/or project closeout.
8. The waste and recycling deposit refund will be issued once all recycled materials demonstrate compliance and includes the following information:
 - a. Information about the facility
 - b. Tonnage amounts (weight tickets)
 - c. Appropriate coding to indicate the material was recycled or disposed of. **It is incumbent upon the Contractor/Owner to ask scale house attendant at Mixed Waste C&D facilities for processing waste as Construction & Demolition, NOT green waste or MSW/Trash and review tickets.**

9. It will take approximately 6-8 weeks from the date all required documents were submitted and deemed as “complete” to receive the security deposit refund. Failure to submit required documents and/or not meeting required diversion rate (65%) will result in security deposit forfeiture.

ACKNOWLEDGEMENT

I (We) the undersigned hereby acknowledge that I (We) have received these Conditions to the encroachment permit issued by the City of Buena Park and that all permit conditions specified herein will be adhered to by the Contractor/Developer on this project.

Applicant Name (print)

Date

Contractor Name (print)

Date

Applicant Signature

Contractor Signature

SUBMITTING A CONSTRUCTION WASTE MANAGEMENT PLAN USING GREEN HALO

<http://www.WasteTracking.com/city/BuenaPark>

Follow the instructions in this manual to create a Construction Waste Management Plan using Green Halo for the City of Buena Park.

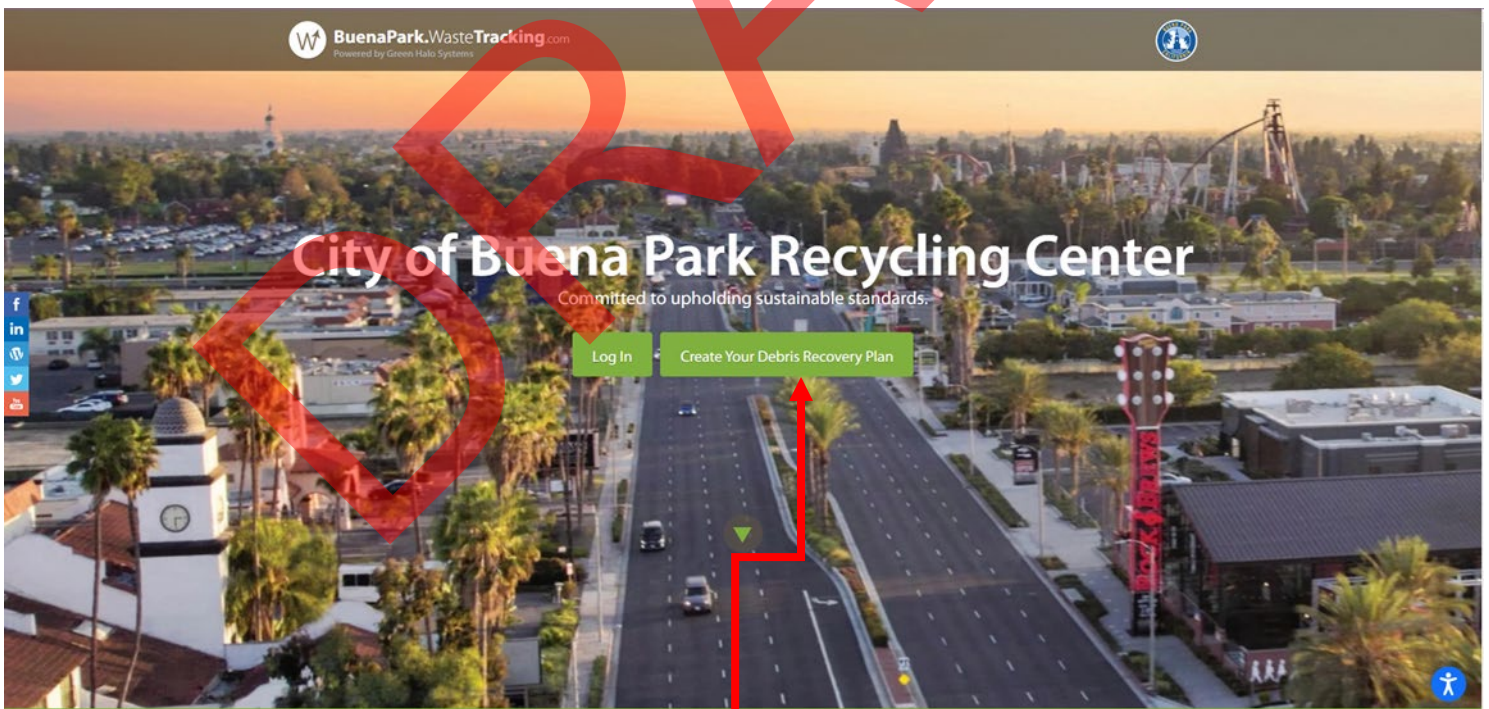
There is no fee to use the Green Halo system for any projects within the City.

A waste and recycling deposit will be refunded after waste tickets are uploaded into Green Halo and all requirements are met.

Please contact the Building Division at 714-XXX-XXXX or Public Works at 714-562-3670 for any questions regarding Buena Park's Waste Management Plan – Green Halo.

STEP-BY-STEP GUIDE

After receiving City approval (for Building Permits, CIP's, or Encroachment Permits), you can create a Waste Management Plan using Green Halo:



Create Your Debris Recovery Plan

City of Buena Park Waste Tracking System

Create A Waste Management Plan

Commitment: Buena Park Test Project

Address: 6650 Beach Blvd

City: 90621

Log In

New Account Existing Account

Create

Enter the following information:

Project Name, Project Address, Project Zip Code

Click on **New Account** if this is your first time using Green Halo.

Click on **Existing Account** if you've used Green Halo before.

City of
Buena Park, CA
Waste Tracking System

green halo
powered by Green Halo Systems

Questions?
Live Chat!
OFFLINE

Interested? Call Us
1-888-525-1301
M-F 8AM - 5PM PST

Create Your Account

1 SELECT PLAN 2 ENTER COMPANY INFO 3 ENTER PAYMENT INFO 4 CONFIRM & SUBMIT

BACK NEXT STEP

Please select your plan
4 Month Minimum Subscription

FREE	PREMIUM	PRO	ENTERPRISE
FREE	\$29.00	\$129.00	\$229.00
	+ \$24.00 for each active project	+ \$19.00 for each active project	+ \$15.00 for each active project
PER MONTH	PER MONTH	PER MONTH	PER MONTH
PROJECT TRACKER	PROJECT TRACKER PREMIUM	PROJECT TRACKER PROFESSIONAL	PROJECT TRACKER ENTERPRISE
1	3	5	Unlimited
1	2	3	Unlimited
\$5 per ticket, \$20 min, \$5 add'l ticket	10 free tickets/mo, \$3 add'l ticket	40 free tickets/mo, \$3 add'l ticket	100 free tickets/mo, \$3 add'l ticket
✓	✓	✓	✓
✓	✓	✓	✓
✓	✓	✓	✓
✓	✓	✓	✓
✓	✓	✓	✓

Anywhere Anytime Access from Mobile Devices

Select the **FREE** plan;

your plan is **free** if your project is in Buena Park.

Click **NEXT STEP**.

Create Your Account

1 ✓

SELECT PLAN

2

ENTER COMPANY INFO

3

ENTER PAYMENT INFO

4

CONFIRM & SUBMIT

BACK

NEXT STEP

Please complete the following information to create your account.

Log In Profile

Email * pw@buenapark.com

Confirm Email * pw@buenapark.com

Password * *****

Confirm Password * *****

User Profile

First Name * Test

Last Name * Test

Position * Contractor

Company Name * Test Buena Park

Company Website * ☒ I do not have a website

Address Line 1 * 6955 Aragon Circle

Address Line 2

Zip * 90620

Phone * 714 - 562 - 3655 ext

How you heard about us * City, County or State

Enter your account and user profile information.
Click **NEXT STEP**.

Create Your Account

1 ✓

SELECT PLAN

2 ✓

ENTER COMPANY INFO

3 ✓

ENTER PAYMENT INFO

4

CONFIRM & SUBMIT

BACK

Complete Registration

CONFIRM

Company Name *Test Buena Park*
Web Site
First Name *Test*
Last Name *Test*
Position *Contractor*
Email *pw@buenapark.com*
Phone Number *714-562-3655*
Address *6955 Aragon Circle*
Zipcode *90620*
How you heard about us *City, County or State*



FREE
PROJECT
TRACKER

Log In Profile

User Name *pw@buenapark.com*
Password *view*

BACK

CONFIRM

Quick Links:



Waste Management



CalGreen Reporting



Source Separating



Construction Recycling



Recovery Report



LEED Reporting



Track Recycling



Waste Tracking

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Corporate Office:

2431 Zanker Rd, San Jose, CA 95131



Confirm the accuracy of your information.
Click **CONFIRM**.



greenhalo
S Y S T E M S

Recycling today's resources
for tomorrow's generations.



Questions?
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1-888-525-1301
M-F 8AM - 5PM PST



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Property Trackers

New Tweets



MY GREEN HALO
CUSTOMIZED RECYCLING SOLUTIONS

Divert. Recycle. Track. Comply.



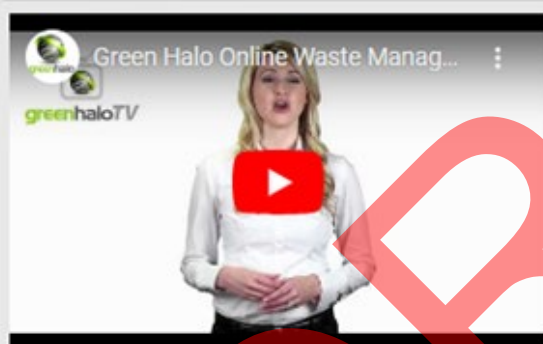
Ask about our New LEED v4 Compliant Tool

Click Here to Get Started and Create Waste Recovery Plan

QUICK TICKET UPLOAD
Upload tickets to projects quickly and easily from your desktop or mobile device

Enter Project Tracking Number

Enter Your Email Address



Welcome to Green Halo Systems

Recycling today's resources for tomorrow's generations.

Green building is here to stay, but complying with all the new recycling laws and regulations increases your cost of doing business. We all want to help the environment, especially because 40% of all waste sent to landfills is generated from construction. Creating an effective waste management plan for your construction project, salvaging materials, source separation, and using facilities that truly recycle materials is the key.

So how can you do all this for less and make a difference? Green Halo!

[>> Read More](#)

LEARN MORE

We can make a custom tracking application for your company today!

Recovery Reports for January

Schedule a Demo

System Totals (in tons)

24 months 12 months

Disposed: 240,857.86

Reused: 113,419.82

System Wide Recovery Rates

Overall
Recovery Rate
90.78%

Inert
Recovery Rate
97.90%

Non-Inert
Recovery Rate
66.78%

You will next land on this page.

Confirm your account by verifying it in **your email** from Green Halo Systems.



greenhalo
S Y S T E M S

Recycling today's resources
for tomorrow's generations.

Welcome!

Test Test
Contractor
Test Buena Park

Contractor Totals (in tons)

0.00	0.00	0.00
Reused	Recycled	Disposed

Only Available With Upgrade

- STATISTICS
- SETTINGS
- RECYCLER SEARCH
- DICTIONARY
- SUGGESTIONS
- REPORT BUG
- LOG OUT

Congratulations on activating your account!

Please take the time to review our Settings section to further configure your account prior to commencing your project. These features will make creating any new plans easier and faster. Your Statistics functions and other functions do not activate until data is entered into the system and your plan(s) are Approved For Final.

The plan is completely editable until the time you submit your plan to the Jurisdiction. Once the plan is submitted to the Jurisdiction the plan is locked and cannot be edited, unless changes are approved by the Jurisdiction. The plan can be converted into a .pdf for printing or emailing. If you have any questions about these features click the Live Help button listed above or call customer service at 1-888-525-1301.

We thank you for the opportunity to work with you and we hope you find Green Halo a valuable tool in making your Green Building efforts easier and more productive.

Thank you for using Green Halo!
The Green Halo Staff

Start Using Green Halo Now!

[About Us](#) [Contact Us](#) [Terms & Conditions](#) [Policies](#)

Corporate Office:

2431 Zanker Rd, San Jose, CA 95131
P. 1.888.525.1301, F. 1.408.713.6070

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You can now start using Green Halo to enter your project.



greenhalo
S Y S T E M S

Recycling today's resources
for tomorrow's generations.

Welcome!

Test Test
Contractor
Test Buena Park

Contractor Totals (in tons)

0.00 Reused 0.00 Recycled 0.00 Disposed
Only Available With Upgrade


STATISTICS SETTINGS RECYCLER SEARCH DICTIONARY SUGGESTIONS REPORT BUG LOG OUT

MY PROJECTS LIST + ADD ANOTHER PROJECT HOW TO CREATE A PLAN FIND
Overview In Progress (1) Submitted (0) Approved (0) Final (0) Completed (0)

PROJECT STATUS AND OVERVIEW	
Active and Approved Waste Management Plans	0
Waste Management Plans in Progress	1
Waste Management Plans Pending Approval	0
Waste Management Plans Submitted for Final	0
Waste Management Plans Completed	0

Add a Project.

(imperial units) (metric units) Select Language▼ FOR CUSTOMER SERVICE CALL 1-888-525-1301 Questions? Live Chat! OFFLINE

 **greenhalo**
S Y S T E M S Recycling today's resources for tomorrow's generations.

Welcome!
Test Test
Contractor
Test Buena Park

Contractor Totals (in tons)
0.00 Only Available
0.00 Reused
0.00 Recycled
0.00 Disposed
With Upgrade

STATISTICS SETTINGS RECYCLER SEARCH DICTIONARY SUGGESTIONS REPORT BUG LOG OUT

MY PROJECTS LIST ADD ANOTHER PROJECT HOW TO CREATE A PLAN FIND

Overview In Progress

Enter Project Name and Street Address

Project Name * Buena Park Test

Project Street Address * 6955 Aragon Circle
(only the street number and street name)

Project Zipcode * 90620

ADD PROJECT

PROJECT STATUS

Active and	0
Waste Man	0
Waste Management Plans Pending Approval	0
Waste Management Plans Submitted for Final	0
Waste Management Plans Completed	0

About Us Contact Us Terms & Conditions Policies

Enter your project's info and click **ADD PROJECT**. NOTE: if your project involves multiple locations (common for CIP's), use 6650 Beach Blvd as your project street address



Recycling today's resources
for tomorrow's generations.

Welcome!
Test Test
Contractor
Test Buena Park

Contractor Totals (in tons)

0.00	0.00	0.00
Reused	Recycled	Disposed

Only Available With Upgrade



STATISTICS

SETTINGS

RECYCLER SEARCH

DICTIONARY

SUGGESTIONS

REPORT BUG

LOG OUT

Verify Project Zip Code



You have selected: **Buena Park, CA**

If this is the Jurisdiction where the project is taking place then click verify to continue. If not re-enter your project zip code. If you cannot locate the proper Jurisdiction please contact Green Halo support at 1-888-525-1301.

VERIFY

Re-enter Zip Code

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Click **VERIFY** to confirm your project is located in Buena Park.



greenhalo
S Y S T E M S

Recycling today's resources
for tomorrow's generations.

Welcome!

Test Test
Contractor
Test Buena Park

Contractor Totals (in tons)

0.00 Reused 0.00 Recycled 0.00 Disposed
Only Available With Upgrade



STATISTICS

SETTINGS

RECYCLER SEARCH

DICTIONARY

SUGGESTIONS

REPORT BUG

LOG OUT



Adding New Projects

Step 1 of 5 - Buena Park Test - GH286-072-0224
Update the project information below



This plan will be submitted to:
Buena Park, CA

SAVE PLAN

1. Project Information

2. Material Selection

3. Transporter Method

4. Facility Selection

5. Complete & Review

NEXT STEP

Welcome to the City of Buena Park

We have enlisted Green Halo Systems to help you and the city manage the new Title 24 Construction Waste Diversion requirements in the building code. This paperless solution was designed to streamline the manual reporting process and keep you on track to meet our city requirements. If you have any questions, our office hours are: 7:30 to 5:30 M-Th

General Information *required fields

Project Name * Buena Park Test

Street Address * 6955 Aragon Circle

Apt/Suite #

Jurisdiction Buena Park

State CA

Zipcode 90620

County ORANGE

upload project images

Project Information *required fields

Permit#: 20-0051

Demolition/Deconstruction

Permit/APN Number * Square Ft.(optional):

Note:

Add another permit

Project Type * Demolition/Deconstruction

Building Type * Residential

Tract Number (optional)

Start Date * 2025-02-28

End Date * 2025-03-28

Project Value * \$ 12,650

Square Footage * 48

Description *

Bathroom Remodel

Enter the required information, including your project number into the "permit" box.

NOTE: If your project involves multiple permits from different departments, use the permit number from the department that collected your C&D waste permit deposit



Set Target Recovery Rate for the Project (optional)

Target Recovery Rate

65%

This tool is great for projects that want to set the recovery bar even higher. Green Halo automatically defaults to jurisdictional minimum requirements to comply with local ordinances. With this feature, projects attempting to qualify for LEED points or meet company recovery policies may now set higher target recovery rates. This function is completely optional and will not affect or override any local ordinance which takes precedence.

Project Managers - *add/edit

1. Test Test
Contractor
O: 714-562-3655
C:
pw@buenapark.com
Notifications:

Sub Contractors (optional) - add/edit

No sub contractors.

NEXT STEP >

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Enter the Project Manager's information. Then, click **NEXT STEP**.



My Project Managers

SAVE SELECTED PROJECT MANAGERS

Search

Name		Phone
1.	<input checked="" type="checkbox"/> <u>Test Test</u> Contractor pw@buenapark.com	Phone: 714-562-3655 Cell:

SAVE SELECTED PROJECT MANAGERS

Add Project Manager

Name *

Position *

Email *

Mailing Address * Enter a location

City *

State *

Zip Code *

Phone * extCell ext

P: 1.888.525.1301, F: 1.408.713.6070

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If you are the project manager who created the account, your information will already be an option to be selected.

Click **SAVE SELECTED PROJECT MANAGER**.



Recycling today's resources
for tomorrow's generations.

Welcome!
Test Test
Contractor
Test Buena Park

Contractor Totals (in tons)

0.00	0.00	0.00
Reused	Recycled	Disposed

Only Available With Upgrade

STATISTICS
SETTINGS
RECYCLER SEARCH
DICTIONARY
SUGGESTIONS
REPORT BUG
LOG OUT

+ Adding New Projects

Step 2 of 5 - Buena Park Test - GH286-072-0224

Please select the materials to be reused, recycled, or disposed of in your project.



This plan will be submitted to:
Buena Park, CA

SAVE PLAN

1. Project Information **2. Material Selection** 3. Transporter Method 4. Facility Selection 5. Complete & Review

< PREVIOUS STEP

NEXT STEP >



Does your Project need to comply with LEED?

[Learn more >>](#)

Did you know?

1) Source separating your construction materials will lead you to higher diversion rates. 2) LEED requires a minimum of 75% documented diversion to reach your certified requirements. 3) Salvage, Donated & Reused materials can all be considered diversion if properly documented. Please make certain you have photographs and receipts uploaded into Green Halo to receive your credit. This data may also prove beneficial for your year end tax reporting.

Materials List

CentralSquare Hosted Cloud
<https://plus-pubweb.asp.gov>

Materials	Reuse	Recycle	Dispose
Mixed C & D - Select Mixed C&D if you are commingling multiple non-hazardous materials into one bin, box, or truck. Notes: Commingling of multiple materials to be processed at registered facilities does not guarantee you will meet the recovery requirements. To ensure you comply with this jurisdiction's recovery requirements it's highly recommended that recyclable and/or reusable materials be source separated.			
Mixed C & D Debris (Mixed debris that is not source separated, but can be recycled must be brought to an authorized registered facility.)	N/A	<input checked="" type="checkbox"/>	N/A
Source Separated Materials - Please identify any recyclable materials you will separate on-site for recycling. Notes: Separating any of the recyclable materials listed below from your Mixed C&D as clean materials will increase your recycling rate and your chances of complying with this jurisdiction's recovery requirements.			
Appliances & Equipment (All non-functional appliances, HVAC units, air handlers and restaurant equipment *freon must be evacuated*)	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Asphalt - Pavement & Grinding (Pavement and asphalt grindings. *EXCLUDES roofing materials*)	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Asphalt - Roofing (Built up, torched down, and asphalt shingles. *For untreated wood shingles select "wood-clean". For foam roof select "Mixed C&D Debris".*)	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Bricks, Masonry & Stone Products (Bricks, masonry, and stone products, including tile. *EXCLUDES ceramics*)	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Bulky Miscellaneous Items (couches, office partitions, signs, desks, chairs, tables, mattresses, and other furniture)	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Cardboard & Paper Products (Corrugated cardboard, fiberboard, dunnage from packaging, shredded paper, and other paper materials.)	N/A	<input type="checkbox"/>	N/A

Step 2. Create and submit a Construction Waste Management Plan (CWMP).

For most projects, you will check "Mixed C&D". If you plan to separate materials, click on the materials under the "Source Separated Materials" section and select "Reuse" or "Recycled".

When finished, click **NEXT STEP**.



Recycling today's resources
for tomorrow's generations.

Welcome!
Test Test
Contractor
Test Buena Park

Contractor Totals (in tons)
0.00 Only Available
0.00 Reused
0.00 Recycled
0.00 Disposed
With Upgrade



STATISTICS

SETTINGS

RECYCLER SEARCH

DICTIONARY

SUGGESTIONS

REPORT BUG

LOG OUT



Adding New Projects

Step 3 of 5 - Buena Park Test - GH286-072-0224

Select the method of hauling that you want to use for your project.



This plan will be submitted to:
Buena Park, CA

SAVE PLAN

1. Project Information

2. Material Selection

3. Transporter Method

4. Facility Selection

5. Complete & Review

< PREVIOUS STEP

NEXT STEP >

Hauling, Trucking, Deconstruction, or Demolition Service

☒ Debris Box/Roll-Off Service: I will use a Debris Box/Roll-Off service for hauling my debris.

No Debris Box Services selected - [add/edit vendor](#)

Hauling, Trucking, Deconstruction, or Demolition Service

☐ I will use Hauling, Trucking, Deconstruction, or Demolition Service to remove my debris.

I will be Self-Hauling to an Approved Recycling Facility

☐ Self Haul: I will haul away the materials in accordance with this Jurisdiction's self haul rules and regulations.

NEXT STEP >

Select your hauling method (roll off service or self-haul).

For Debris Box/Roll-Off Service, only **one** hauler, **Park Disposal (EDCO)**, can provide this service.

*If you will be Self-Hauling, you will need to meet the following criteria: 1) must own your own vehicle, 2) must not use another company to drop off a dumpster, 3) must take materials to a City-approved recycler.

(imperial units) (metric units) Select Language FOR CUSTOMER SERVICE CALL 1-888-525-1301 Questions? Live Chat! OFFLINE

Welcome! Contractor Totals (in tons)

Available Debris Box/Roll-Off Services

Search

SAVE SELECTED TRANSPORTERS

Company	Website
1. <input checked="" type="checkbox"/> Park Disposal 6762 Stanton, Buena Park CA 90621 714-522-3577	http://www.edcodisposal.com

SAVE SELECTED TRANSPORTERS

Add Debris Box/Roll-Off Service

Company Name *

Contact Name

Street *

Zipcode *

☐ hauling service
☐ debris box/roll-off service

Phone * - - ext

Email

Website

ADD DEBRIS BOX/ROLL-OFF SERVICE

NEXT STEP >

For Debris Box/Roll-Off Service, only **one** hauler, **Park Disposal (EDCO)**, can provide this service.

If using Debris Box/Roll-Off Services, click the box for **Park Disposal**.



Mixed C & D Debris

Facilities Identified (1)

Mixed C & D Debris

(Disposition Classification: Recycled)

Available Registered Facilities - please identify one or more facilities your materials will be transported to

Facility	Carbon Footprint	Distance	Recycle Rate
<input checked="" type="checkbox"/> CM&R - Stanton Transfer and Material Recovery Facility 11282 Knott Avenue Stanton, CA 90680 714-890-6300	1.60 lbs	4.32 mi	65%
<input type="checkbox"/> CVT Public Disposal Center 2740 Coronado Street Anaheim, CA 92806 714-238-3301	3.19 lbs	8.60 mi	65%
<input type="checkbox"/> Republic Services - CVT MRF 1131 North Blue Gum Street Anaheim, CA 92806 714-238-3300	3.24 lbs	8.74 mi	65%
<input type="checkbox"/> CVT Recycling 1071 N Blue Gum Street Anaheim, CA 92806 714-238-3301	3.29 lbs	8.86 mi	65%
<input type="checkbox"/> Paramount Resource Recycling 7230 Petterson Ln. Paramount, CA 90723 562-602-6505	3.37 lbs	9.09 mi	65%
<input type="checkbox"/> Waste Management of Orange County 2050 N Glassell Orange, CA 92865 714-282-0200	3.72 lbs	10.04 mi	65%
<input type="checkbox"/> Republic Rainbow Environmental Services 17121 Nichols Street Huntington Beach, CA 92647 714-847-3581	3.82 lbs	10.31 mi	65%
<input type="checkbox"/> Madison Materials 1035 E. 4th Street Santa Ana, CA 92701 714-664-0159	4.57 lbs	12.31 mi	75%
California Waste Services			

For **self-haul**, only City authorized **facilities can be used**. Select from the list provided. Each type of material must be accounted for by choosing a facility. You can choose multiple locations for various types of materials.

Project: Buena Park Test



Project
Information



Project
Statistics



Transporter
Method



Recovered
Materials



Facilities
& Tickets



Bid
Sheet



Data By
Permit



Project
Files



Messages
& History



Submit
for Approval



You Still Need To Submit Your Project for Approval By This Jurisdiction. Your Estimated Recovery Rate for this project complies with the requirements for this jurisdiction.

Green Halo recommends increasing material recovery to ensure that the project meets all requirements when completed. Consider:

1. Source separate recoverable materials from Disposal and Mixed C&D. (i.e. cardboard, clean wood, clean dirt, clean drywall, concrete, asphalt, metal, etc.)
2. Return to the planning stage and identify any additional materials that can be salvaged, donated, or reused.
3. Update the "Material Selection" tab with changes to the Demolition Debris Recovery Plan.

Project Notes and Comments: (optional) Please list any notes and comments you would like to communicate to the jurisdiction that are relevant to this project.

Read the Terms and Conditions

The City of Buena Park observes the minimum diversion code requirements set forth by Cal Green.

Acceptance & Signature

*required fields

* ☒ I have read and agree to the terms and conditions above

Your Name *

Test Test

Title *

I am the Contractor

☐ Send me text confirmation to my Phone (optional)

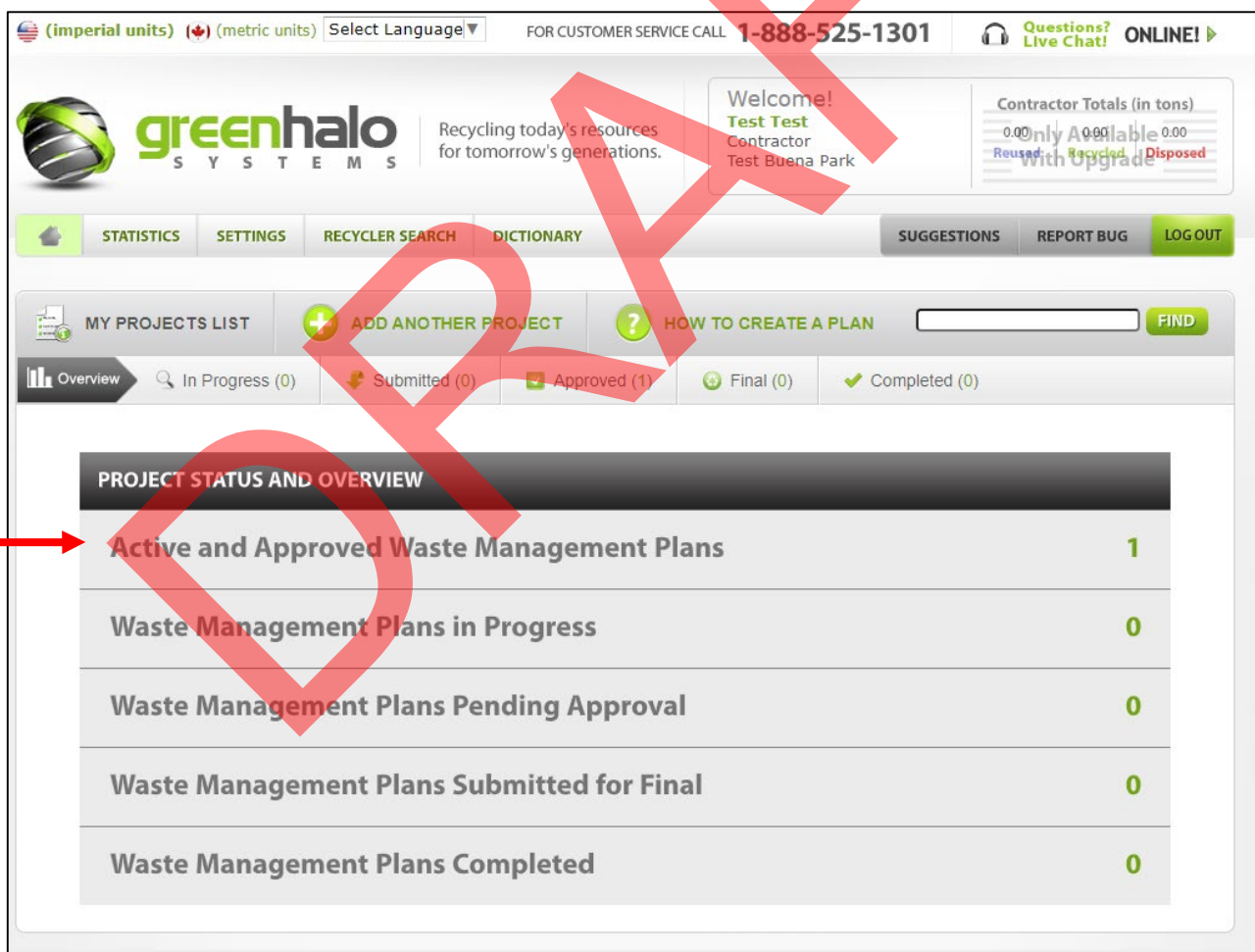
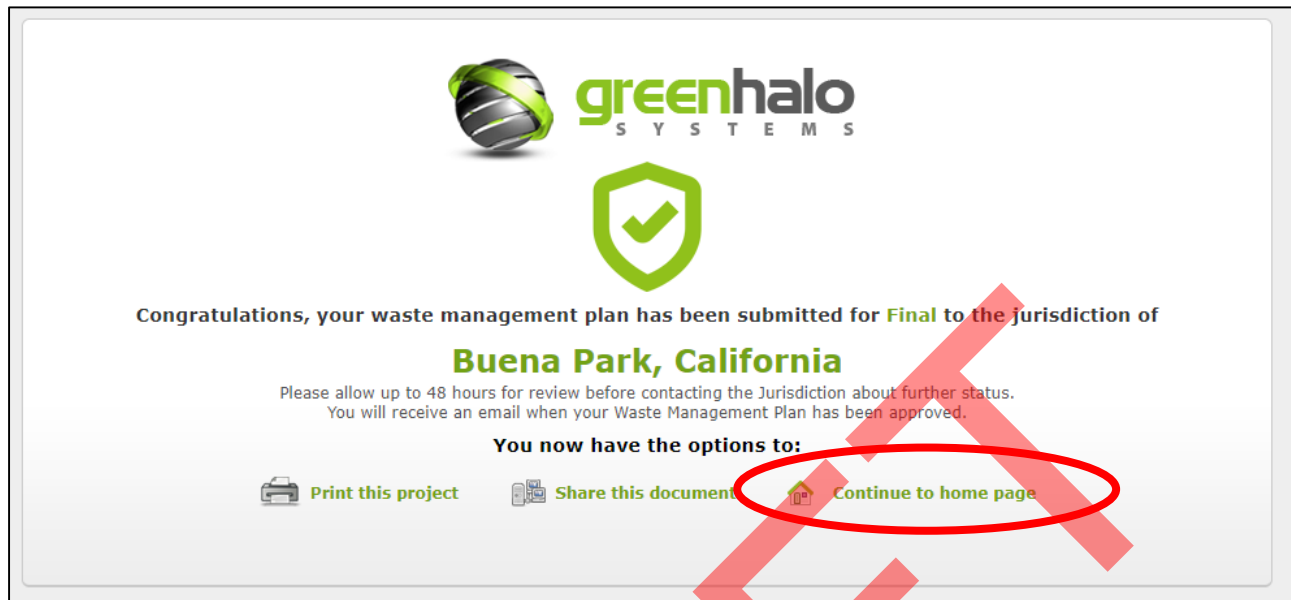
SUBMIT PROJECT FOR APPROVAL

After reviewing the terms and conditions, check the box.

Then type in your name and select your title.

Once finished, click **SUBMIT PROJECT FOR APPROVAL**. This does not mean that your project is approved and completed; this means that the project has been sent to the Building or Public Works Department **for their approval**. After staff verifies your project, you will receive an alert and can start uploading weight tickets.

After your Green Halo account is created and your project is “approved” on Green Halo, you can add your weight tickets. You can upload your tickets as you receive them or wait until you have all tickets and submit them at one time.



To upload a waste ticket / receipt, continue to the home page and click on **ACTIVE AND APPROVED WASTE MANAGEMENT PLANS**.

MY PROJECTS LIST **+** ADD ANOTHER PROJECT **FIND**

Overview In Progress (0) Submitted (0) **Approved (1)** Final (0) Completed (0)

*Note: if your projects do not appear properly on the map, please verify address and spelling of street name. Contact Live Support for further assistance.

Map Satellite

No messages at this time

1 Buena Park Test (map)
 6955 Aragon Circle, Buena Park, CA 90620
 GH Tracking #: [GH286-072-0224](#) Permit #: [20-0051](#) Contractor: Test Buena Park
 Phone: 714-562-3855

0.00 Recycled Tonnage	0.00 Disposed Tonnage	0% Inert Recovery (required 0.00%)	0% Non-Inert Recovery (required 0.00%)	0% Overall Diversion (required 65%)
Add Tickets (0)	Order Service	Post for Sale	Functions	Submit for Final

Status: **Approved** Messages (0) Date Created: 01/21/25 Date Approved: 01/22/25 Days Active: 2


To have a Project deleted from your Account, please contact your Local Official


Your approved plan will be moved to the **Approved** section.


After your job is completed, upload weight tickets for final review by clicking **ADD TICKETS**.

Buena Park Test: Add Ticket

Please select to enter either a Recycle and Dispose ticket, or a Salvage and Reuse ticket. Then proceed to enter all information associated with that ticket. Ticket may be uploaded as a PDF, JPEG, PNG, GIF, HEIC, and other image file types.

 **Single Ticket Entry Form**

 **How to Upload Tickets**

**MULTIPLE TICKETS ENTRY FORM**

Use this form to enter multiple ticket at one time. This form is only for **RECYCLING AND DISPOSAL TICKETS ONLY**, not for salvage and reuse.

Ticket Type

☒ Recycle and Dispose
☐ Salvage and Reuse

Material *

-- select --

Facility *

-- select --

Hauled By *

☐ Self Haul
(if you hauled this load yourself select Self Haul, otherwise please select the name of the company that hauled this load)
Approved Hauler List
Other (please specify)

Ticket # *

Ticket Image *

(please make sure all tickets are legible to avoid rejection)
Choose File No file chosen

Ticket Date *

Weight *

Unit of measure *

☐ Tons
☐ Cubic Yards
☐ Pounds

Percentage

100% (what percentage of this ticket is for this project?)

Submitted By *

Test Test

SUBMIT TICKET

Fill in all the required information.

Upload the ticket image.

Then click **SUBMIT TICKET**.

Example of a weight ticket to be uploaded onto Green Halo

EDCO Recycling & Transfer

2755 California Ave

Signal Hill, CA 90755

(562) 997-1122

INVOICE

Customer: 0000

CASH CUSTOMER

Ticket: 2429

Date: 01/14/25

In: 15:01

Out: 15:02

Truck: 0000

Container:

Route: 10314

Origin: 103 BUENA PAR

6762 STANTON AVE, BUENA PARK

Commodity	Units	Rate	Extended Charge
14 MIXED C & D	1.00	130.00 per TON	130.00
[Gross(In): 4,000. lbs Man Wt Tare 2,000. lbs Man Wt Net: 2,000. lbs]			
			130.00

PAID CASH

130.00

LUIS

Driver

Tickets must have the following:

- 1. Facility Information Listed
- 2. Tonnage
- 3. Origin – Buena Park
- 4. Construction & Demolition (C&D, CDP)

Example of **unapproved** final project because recovery rate of 65% was not met.

Project Communication Center

SHARE THIS DOCUMENT EXPORT TO EXCEL PDF VERSION PRINT TO LEED FORMS TICKET UPLOAD ACCESS CARBON FOOTPRINT

Project: GH286-072-0224 Buena Park Test

Project Information Project Statistics Transporter Method Recovered Materials Facilities & Tickets Bid Sheet Data By By Permit Project Files Messages & History Submit for Final

Submit

WARNING!

CURRENT PROJECT RECOVERY RATE OF 0.00% DOES NOT MEET JURISDICTION RECOVERY RATE OF 65.00%

This project will be submitted for Final Inspection to the Jurisdiction of Buena Park. Please review the plan and verify that all tickets that apply to this plan have been entered. Once this plan is submitted no editing, changes or additions can be made to this plan. If your plan does not comply with the Jurisdiction of Buena Park recovery rate of 65.00% please provide an explanation in the field listed below. You may also use this field to provide comments, notes or other issues specifically related to the completion of this project for review by the jurisdiction official.

Final Image: Choose File No file chosen (DO NOT UPLOAD RECYCLING RECEIPTS HERE)

Comments *

Submitted By * Test Test

SUBMIT FOR FINAL

Example of **approved** final project because recovery rate of 65% was met.

Project Communication Center

SHARE THIS DOCUMENT EXPORT TO EXCEL PDF VERSION PRINT TO LEED FORMS TICKET UPLOAD ACCESS CARBON FOOTPRINT

Project: Bathroom Remodel GH166-549-3618

PROJECT INFORMATION PROJECT STATISTICS TRANSPORTER METHOD RECOVERED MATERIALS FACILITIES & TICKETS BID SHEET DATA BY BY PERMIT FILES MESSAGES & HISTORY ADD TICKET SUBMIT FOR FINAL

Submit

CONGRATULATIONS YOU JUST HELPED THE ENVIRONMENT!

YOUR PLAN MEETS THE JURISDICTION RECOVERY RATE OF 65.00% WITH A PROJECT RATE OF 75.00%

This project will be submitted for Final Inspection to the Jurisdiction of Garden Grove. Please review the plan and verify that all tickets that apply to this plan have been entered. Once this plan is submitted no editing, changes or additions can be made to this plan. If your plan does not comply with the Jurisdiction of Garden Grove recovery rate of 65.00% please provide an explanation in the field listed below. You may also use this field to provide comments, notes or other issues specifically related to the completion of this project for review by the jurisdiction official.

Final Image: Choose File No file chosen (DO NOT UPLOAD RECYCLING RECEIPTS HERE)

Comments

Submitted By * John Smith

SUBMIT FOR FINAL

After all tickets have been entered and is approved, click on **SUBMIT FOR FINAL**. City staff will review your tickets and when approved, you will receive an email confirmation from Green Halo.

B. PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE ORANGETHORPE AVENUE COMPLETE STREETS PLANNING STUDY

Meeting	Agenda Group
Tuesday, May 27, 2025, 5:00 PM	NEW BUSINESS Item: 5B.
Prepared By	Department Head Approval
Jaden Miller, Associate Engineer	Mina Mikhael, Director of Public Works/City Engineer
Presented By	
Jaden Miller, Associate Engineer	

RECOMMENDED ACTION

1) Approve a Professional Services Agreement with Kimley-Horn and Associates, Inc. in the amount of \$349,928.77 for the Orangethorpe Avenue Complete Streets Planning Study; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to execute the agreement; and, 4) Authorize a budget transfer in the amount of \$350,000 from the undesignated Gas Tax Fund balance for this purpose.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

In 2024, City staff applied for, and was awarded, a Surface Transportation Block Grant (STBG) for the Orangethorpe Avenue Complete Streets Planning Study. The Project aims to develop a comprehensive plan for serving multi-modal travel needs in alignment with recent and future housing developments along the 2.3-mile portion of Orangethorpe Avenue from Valley View Street to Kass Drive. Orangethorpe Avenue is a prominent corridor within the City that provides access to a variety of land uses including residential, commercial, educational, office, and institutional uses. The Project will include robust engagement activities to gain input from community stakeholders, including disadvantaged groups, to envision an Orangethorpe Avenue that better serves multi-modal travel needs. This collaboration will inform customized community solutions to address corridor challenges for access, safety, and reliability of bicycle, pedestrian, and transit modes while still addressing current automobile and goods movement demands.

Identified focus areas would aim to include, but are not limited to:

- Development of new bikeways;

- Implementation of traffic calming measures and new traffic controls;
- Upgrades to enhanced pedestrian facilities and transit stops;
- Improved access to destinations such as schools, major retail centers, and employment hubs; and
- Enhanced connectivity to existing and future housing developments.

The Project will be funded through federal STBG funds administered by the California Department of Transportation (Caltrans). The grant will contribute \$308,000, supplemented by a required local match of \$42,000 from the City.

On April 17, 2025, staff issued a Request for Proposals (RFP) to retain a consultant to provide professional services for the project. Four (4) proposals were received on May 8, 2025, and were thoroughly evaluated by staff.

Following the evaluation, staff determined that Kimley-Horn and Associates, Inc. ("Kimley-Horn") is the most qualified firm to suit the City's needs based on their understanding of the scope of work, project approach, project schedule, and relevant experience. Kimley-Horn has previously worked with the City on several projects, including the Buena Park Complete Streets Master Plan, which was adopted in 2017. Kimley-Horn is currently assisting with the development of our Safe Routes to School (SRTS) Plan.

Staff recommends entering into an agreement with Kimley-Horn for professional services, including engineering design, transportation planning, administrative tasks, and engagement activities. The planning phase is scheduled to commence in June 2025 and is anticipated to be completed by April 2027.

The City Attorney has reviewed the proposed draft agreement.

BUDGET IMPACT

This agreement is in the amount of \$349,928.77. The project is not included in the Capital Improvements Program (CIP) budget due to uncertainty surrounding the availability of federal funds under new government directives.

To proceed, staff recommends a budget transfer to the Project Account in the amount of \$350,000 from the undesignated Gas Tax Fund balance for this purpose. As the project is funded through the Surface Transportation Block Grant (STBG) program, the City will be required to front-load the full project cost and seek reimbursement for a substantial amount of \$308,000 upon completion of eligible work. The City's final share of the project cost will be \$41,928.77.

Attachments

[Att. 2 of 2 - PSA - Orangethorpe Study.pdf](#)

[Att. 1 of 2 - RFP - Orangethorpe Study.pdf](#)

**CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT**

DATE: May 28, 2025

SERVICES: Professional Services

PROJECT: Orangethorpe Avenue Complete Streets Planning Study

PARTIES TO THE AGREEMENT:

“CITY”: City of Buena Park, a California Municipal Corporation

City Representative: Name: **Mina Mikhael**
 Title: **Director of Public Works/
City Engineer**
 Tel.: **(714) 562-3672**
 Email: MMikhael@buenapark.com

“CONSULTANT”: Kimley-Horn and Associates, Inc., a California Corporation

Consultant Name: **Sowmya Chandrasekhar**
Representative: Title: **Project Manager**
 Tel.: **(213) 354-9400**
 Email: sowmya.chandrasekhar@kimley-horn.com

SUMMARY OF TERMS:

Start Date: **May 28, 2025**

End Date: **June 30, 2027**

Contract Value: **\$349,928.77**

Services a “Public Work”: NO ☐ YES ☒ (add “PW Exhibit”)

Community Workforce Agreement: NO ☒ YES ☐ (add “CWA Exhibit”)

Insurance Approved By Risk Management: NO ☐ YES ☐

APPROVED BY:
(select one)

☐ Department Head
Contract Value ≤ \$10,000

☐ City Manager
Contract Value ≤ \$80,000

☒ City Council
Contract Value > \$80,000
(“Levine Act Exhibit” Required)

**AGREEMENT MUST BE FIRST EXECUTED BY CONSULTANT BEFORE IT MAY BE
EXECUTED ON BEHALF OF THE CITY.
CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("*Agreement*") is dated as of May 28, 2025, between the City of Buena Park, a California charter city ("*CITY*"), and Kimley-Horn and Associates, Inc., a California Corporation ("*CONSULTANT*"). CITY and CONSULTANT are at times referred to herein jointly as "Parties" and individually as a "Party."

1. TERM. The term of this Agreement shall commence on May 28, 2025 and shall remain in full force and effect until CONSULTANT's full and complete performance of the Services within the time specified in the Schedule of Performance, all to CITY's reasonable satisfaction, unless extended upon the mutual written agreement of the Parties or earlier terminated pursuant to Section 16.2 of this Agreement ("*Term*").

2. SERVICES. Subject to the terms and conditions in this Agreement, CONSULTANT shall provide to CITY those services that are specifically described in Exhibit "A" (the "*Services*"). CITY may request changes or expansion of the Services (each a "*Modification*") and in such cases the Modification to the Services, and any resulting increase or decrease in the Compensation to be paid CONSULTANT and/or any changes to the Schedule of Performance (defined below), shall be documented in a written amendment to this Agreement. Increases or decreases in Compensation resulting from any Modification to the Services shall be based on the rate specified in the Compensation Schedule (defined below), or if not specified in the Compensation Schedule at then-applicable prevailing market rate charged by CONSULTANT to other customers for the same service.

3. SCHEDULE OF PERFORMANCE. CONSULTANT shall commence providing the Services upon receipt of a written "Notice to Proceed" from the City Representative and CONSULTANT shall proceed only to the extent of such authorization. CONSULTANT shall perform all Services in the time required by the schedule of performance described in Exhibit "A" ("*Schedule of Performance*"), or if not specified in the Schedule of Performance in a timely and diligent manner reasonably acceptable to CITY.

4. COMPENSATION. The total compensation paid to CONSULTANT for complete performance of the Services, including any authorized reimbursable expenses, shall NOT EXCEED the total maximum sum of \$349,928.77 ("*Compensation*"). Subject to the total maximum Compensation, CONSULTANT will be paid for hours worked at the hourly rates specified in Exhibit A. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement. CONSULTANT will be reimbursed within thirty (30) days upon receipt by CITY of itemized invoices in duplicate. The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

5. PAYMENT.

5.1 Invoices. Each calendar month after CITY's issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. (*Ex: invoices for Services rendered in January should be submitted in February*). The invoices shall describe in

detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated, or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of CITY as to the designation of tasks to be performed and the results to be accomplished.

6. STANDARD OF SKILL. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care, workmanship, or conduct.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

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

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby

indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS.

9.1 CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

9.2 Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

9.3 CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT.

9.4 Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages of any kind arising out of or in any way related to CONSULTANT's provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City

Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY.

10.3 Indemnification for Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due

CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be \$4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

.2 Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

.3 Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

.4 Professional liability: \$2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this

insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer's Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively "*Additional Insureds*"). Additional Insured endorsements shall not: (a) be limited to "Ongoing Operations"; (b) exclude "Contractual Operations"; (c) restrict coverage to the "Sole" liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfaction of CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates

of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

.3 All insurance coverage shall cover CONSULTANT's operations pursuant to the terms of this Agreement.

.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the City Representative to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed. The Consultant Representative shall meet with the City Representative, as needed, to discuss progress on the Agreement.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party

without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS/AUDITS. For the purpose of determining compliance with Gov. Code section 8546.7, the CONSULTANT and Subconsultants shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT and Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY's prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

17.1 The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

17.2 The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

17.3 Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to CITY.

17.4 When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply

18. AUDIT REVIEW PROCEDURES

18.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by CITY's Finance Director.

18.2 Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by City's Finance Director of unresolved audit issues. The request for review will be submitted in writing.

18.3 Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this Agreement.

18.4 CONSULTANT and subconsultant agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by the City Representative to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA

work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

18.5 CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the City Representative to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

.1 During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph 18.5.1 above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph 18.5.1 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and,

(3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

19. SUBCONTRACTING

19.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between the CITY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the CITY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the CITY's obligation to make payments to the CONSULTANT.

19.2 The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the City Representative, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

19.3 Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subconsultants unless otherwise noted.

19.4 CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.

19.5 Any substitution of Subconsultants must be approved in writing by the City Representative in advance of assigning work to a substitute Subconsultant.

19.6 Prompt Progress Payment. CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

19.7 Prompt Payment of Withheld Funds to Subconsultants. The CITY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the CITY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall

subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

19.8 Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

20. CONFLICTS OF INTEREST.

20.1 During the term of this Agreement, the CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this Agreement or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing CITY construction project which will follow.

20.2 CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090.

20.3 CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.

20.4 The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

20.5 The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

21. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION. The CONSULTANT warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

22. PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING.

22.1 The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

.1 No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.

.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

22.3 The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

23. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

23.1 The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

23.2 During the performance of this Agreement, CONSULTANT and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

23.3 CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5,

and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

23.4 CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.

23.5 CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

23.6 CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

23.7 The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

23.8 The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

23.9 CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the CITY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

24. DEBARMENT AND SUSPENSION CERTIFICATION

24.1 The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

.1 Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

.2 Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

.3 Does not have a proposed debarment pending; and

.4 Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

24.2 Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

24.3 Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

25. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION. CONSULTANT or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract as described further in Exhibit “___” (49 CFR 26).

26. FUNDING REQUIREMENTS.

26.1 It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

26.2 This Agreement is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this Agreement in any manner.

26.3 It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

26.4 CITY has the option to terminate the Agreement, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

27. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT's and CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

28. DISPUTES. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other

28.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of City Representative and City Engineer, who may consider written or verbal information submitted by CONSULTANT.

28.2 Not later than thirty (30) calendar days after completion of all work under the Agreement, CONSULTANT may request review by the City Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

28.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

29. INSPECTION OF WORK. CONSULTANT and any subconsultant shall permit CITY, the State, and the FHWA if federal participating funds are used in this Agreement; to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

30. NATIONAL LABOR RELATIONS BOARD CERTIFICATION. In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

31. EVALUATION OF CONSULTANT. CONSULTANT's performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the Agreement record.

32. MISCELLANEOUS TERMS.

32.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

32.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

32.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

32.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

32.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed

in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

32.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

32.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

32.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

32.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

32.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

32.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

32.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

32.13 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

32.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement and listed below, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect

to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties. Exhibits attached to this Agreement are the following

- Exhibit A – Scope of Services, Schedule, & Compensation
- Exhibit B – Public Works Exhibit
- Exhibit C – DBE Participation
- Exhibit D – Title VI Assurances
- Exhibit E – Levine Act Disclosure

32.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

[signatures of parties on follow page]

CITY OF BUENA PARK
a California municipal corporation

CONSULTANT*

Kimley-Horn and Associates, Inc.
Name of Business

Signature

Signature

Name:

Name:

Title:

Title:

***If CONSULTANT is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.**

Signature

Name:

Title:

ATTEST:

BY: _____
Adria M. Jimenez, City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

1) **SERVICES.** CONSULTANT shall provide to CITY the following Services

All services as described in the CONSULTANT's Proposal for Professional Services for the Orangethorpe Avenue Complete Streets Planning Study (the "PROPOSAL"), attached as "Exhibit A-1".

2) **SCHEDULE OF PERFORMANCE.** CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

CONSULTANT shall provide the Services within the times and deadlines set forth in the Project Schedule that is included on Page 20 of the PROPOSAL.

3) **COMPENSATION SCHEDULE.** CONSULTANT shall be paid for performing the Services at the follow rates and times:

Consultant shall be paid by labor hours and in a total not to exceed amount of \$349,928.77, as described in Fee Schedule and DBE Commitment Exhibit 10-O2 form, attached as "Exhibit A-2".

EXHIBIT A-1

[Consultant's Proposal dated May 8, 2025, behind this page]

Prepared by:

Kimley»Horn
Expect More. Experience Better.

Prepared for:

**City of
Buena Park**

Proposal for the

ORANGETHORPE AVENUE

Complete Streets Planning Study

*Federal Project No.
STPLNI-5310(046)*

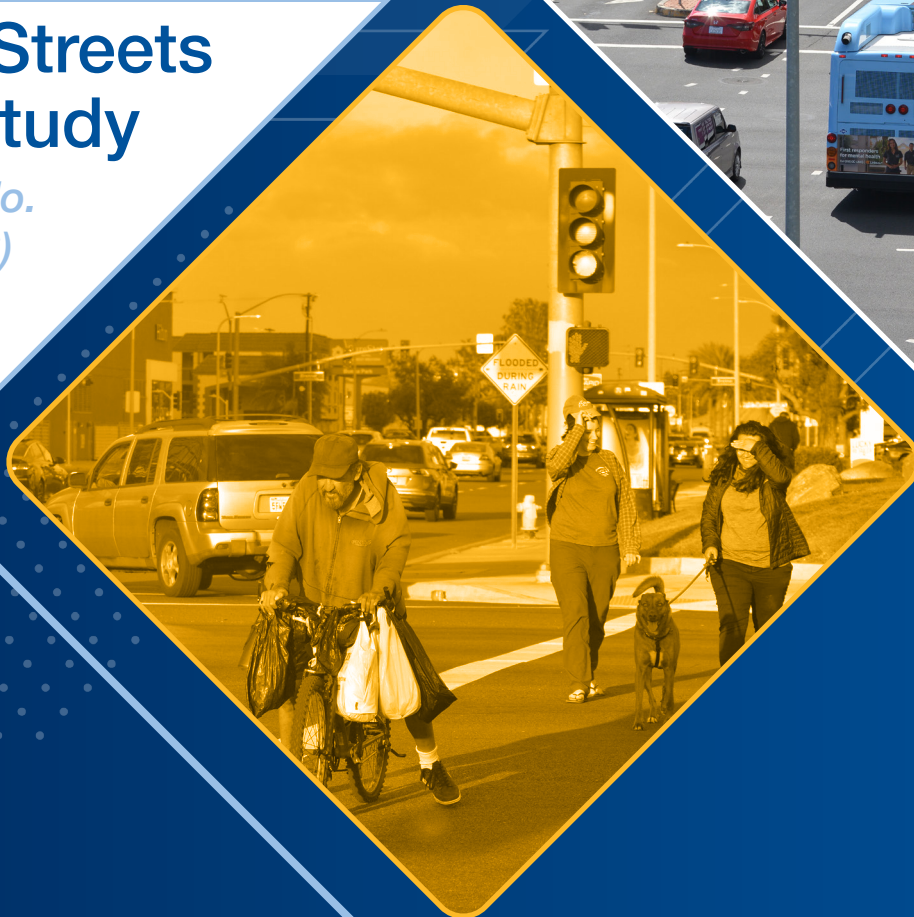




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A. COVER LETTER

May 8, 2025

Jaden Miller, PE, Associate Engineer
City of Buena Park – Public Works
6650 Beach Boulevard,
Buena Park, CA 90621

1100 W Town & Country Road
Suite 700
Orange, CA 92868
TEL 714.939.1030

RE: Proposal for the Orangethorpe Avenue Complete Streets Planning Study

Dear Mr. Miller and Members of the Selection Committee:

The **City of Buena Park** (City) is looking to better align multimodal transportation needs with upcoming site development through the development of a comprehensive complete streets plan spanning a 2.3-mile portion of Orangethorpe Avenue. To deliver this plan, the City needs a trusted, collaborative consultant partner who brings the right blend of active transportation and safety experience paired with innovative solutions to address existing challenges related to access, safety, and reliability. **Kimley-Horn is that partner.** Proposed project manager **Sowmya Chandrasekhar, PE, TE, PTOE** and the Kimley-Horn team are committed to carrying forward the goals of the approved Surface Transportation Block Grant (STBG), working side by side with the City to successfully deliver this important, transformative project.



A Unique and Empassioned Understanding of the City's Goals and Needs.

Having previously served for three years as the City's on-call traffic engineer, Sowmya truly cares for and is invested in the success of Buena Park. This personal connection has only been strengthened by her continued work on City projects at Kimley-Horn, **including her ongoing management of the City's Safe Routes to School Plan.** Paired with her passion for active transportation and safety improvements, Sowmya's intimate knowledge of the City makes her uniquely suited to once again partner with you as project manager on the Orangethorpe Avenue Complete Streets Planning Study.



A Collaborative and Inclusive Public Engagement Program.

Our aim is to provide the public with timely and transparent information while also prioritizing their voices and input for this project. Kimley-Horn's ultimate objective for public engagement is to effectively reach all segments of the City's diverse community so that every member is aware of the various ways they can participate. We are committed to connecting with individuals through their preferred method, be it in-person, online, virtual, one-on-one, or in English, Spanish, or Korean.



Implementation-Focused Approach Paired with Grant Funding Success.

We want to develop a comprehensive study that is **practical, implementation-focused, and well positioned for grant funding** to help deliver the City's vision. Sowmya and the Kimley-Horn team's active transportation experts have planning, design, and construction experience, offering the City a core team who can see everything through the lens of implementation. In addition, Kimley-Horn has diverse experience completing regional, state, and federal grant applications and securing grant funding for clients throughout California. In fact, our grant writing experience has helped our clients in California secure **more than \$1 billion over the past 10 years** through various funding programs.

Thank you for your consideration of our proposal. Should you have any questions about our proposal or require any additional information, please contact project manager/primary representative **Sowmya Chandrasekhar, PE, TE, PTOE** or principal-in-charge/alternate representative **Sri Chakravarthy, PE, TE** using their respective contact information provided below.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Sowmya Chandrasekhar, PE, TE, PTOE
Project Manager



Sri Chakravarthy, PE, TE*
Principal-in-Charge



Sowmya Chandrasekhar, PE, TE, PTOE
Project Manager/Primary Representative
sowmya.chandrasekhar@kimley-horn.com
213.354.9400



Sri Chakravarthy, PE, TE
Principal-in-Charge/Alternate Representative
213.261.4037
sri.chakravarthy@kimley-horn.com

Required Statements:

Sri Chakravarthy, PE, TE is authorized to negotiate on behalf of Kimley-Horn.

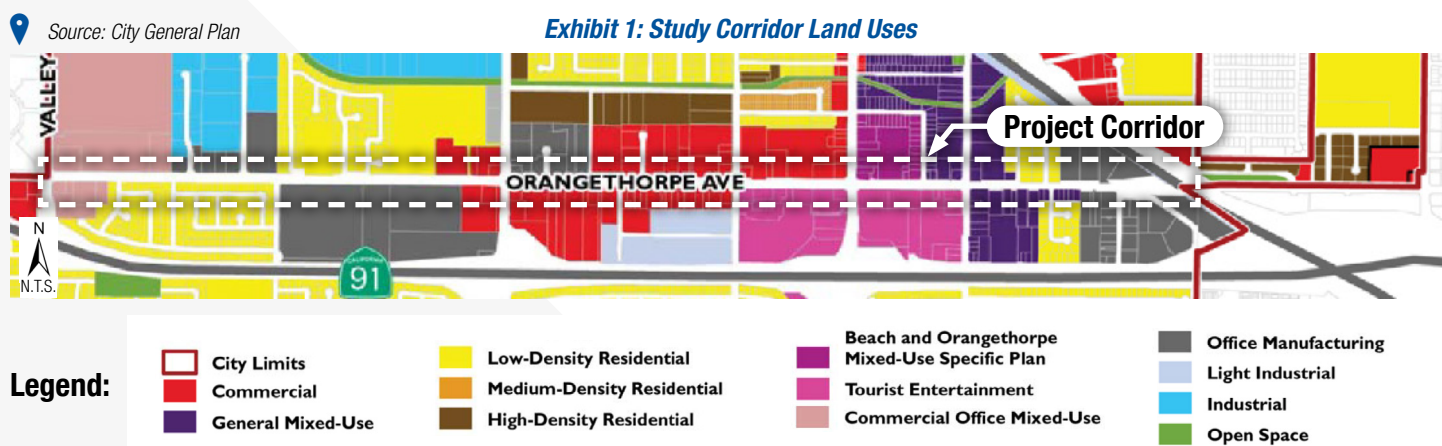
Kimley-Horn is a California C Corporation, founded February 10, 1967 in North Carolina.

Kimley-Horn acknowledges receipt of Addendum No. 1, dated April 28, 2025. A signed copy of this addendum has been included as an **Appendix**.

B. EXECUTIVE SUMMARY

Project Understanding

Orangethorpe Avenue is a prominent corridor within the City of Buena Park, providing the community with access to various land uses including residential, commercial, industrial, educational, and institutional areas, as shown in **Exhibit 1**. The City envisions a “Complete Streets” corridor that better serves the multimodal transportation needs of the community—particularly the disadvantaged—by supporting growth, new housing opportunities, and redevelopment. It aims to be reliable, comfortable, and accessible for all users, including pedestrians, bicyclists, and transit users. This project extends along a 2.3-mile stretch of Orangethorpe Avenue between Valley View Street and Kass Drive.



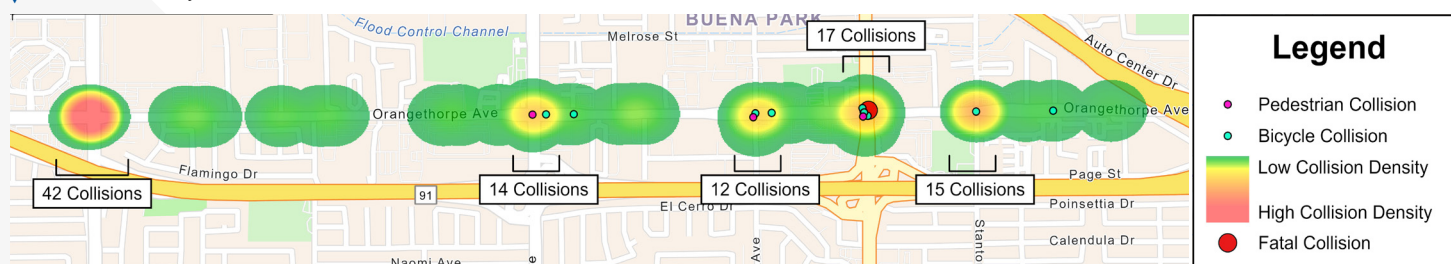
Through our previous work on the City's **Complete Streets Master Plan** (2017) and ongoing work on the City's **Safe Routes to School (SRTS) Plan**, we understand that *the City is committed to establishing a sustainable, multimodal transportation network throughout its jurisdiction*. The City also recently adopted their Active Transportation Plan (ATP, 2024) and is currently working on the Dale-Whitaker Complete Streets project—a pivotal project in reducing vehicular speeds along Dale Street and Whitaker Street and enhancing the bicycle network in the City by narrowing travel lanes, proposing curb bulb-outs, and implementing Class II bike lanes. The Complete Streets Master Plan focused primarily on the incorporation of Complete Streets concepts and design where feasible and appropriate throughout the City. The ATP provides a roadmap outlining how the bicycle and pedestrian networks throughout the City can be improved to enhance safety, connectivity, and mobility access. **The Complete Streets Master Plan and ATP have both identified Orangethorpe Avenue as an ideal candidate to incorporate a future bike path.** To build a successful, well-interconnected multimodal transportation network that can also be leveraged in future grant applications, it is important to weave in and integrate elements from these existing plans.

Orangethorpe Avenue is a key arterial within the City, facilitating the movement of people and various goods within and beyond the City. Through collaboration and experience with the City, we are aware that the City is not looking to reduce the number or width of existing travel lanes, especially due to the trucks and heavy vehicles this corridor serves. There is a significant volume of commercial and vehicular traffic along Orangethorpe Avenue and its major cross-streets, with vehicular and truck volumes increasing as we travel west towards Knott Avenue. **Traffic pattern assessment is crucial in the planning phase of this project to provide a realistic and holistic concept plan that serves the various aspects and needs of this corridor.** The study corridor currently serves Orange County (OC) Bus Local Route 30, which connects Cerritos to Anaheim and has a frequency of approximately 30 minutes. Any potential improvements to the corridor would need to account for bus-bike interactions at bus stops. It is noted that OC Bus Local Route 30 provides a critical connection to Fullerton Park-and-Ride facility and other key crossing corridor routes such as Local Route 29 Bravo Route 529, and Metro 460 along Beach Boulevard. It is understood that Orange County Transportation Authority (OCTA) is considering a possible future upgrade of Route 30 to Bravo Route 530 with higher frequency. The design, especially the lane configuration at intersections, will need to be comprehensively assessed at specific locations along the corridor to ensure the needs of the entire multimodal network are actively being considered and that solutions are identified.

Based on data obtained from UC Berkeley's Transportation Injury Mapping System (TIMS), a total of 117 collisions occurred along the corridor of Orangethorpe Avenue between Valley View Street and Kass Drive during the 5-year period from January 1, 2018 to December 31, 2022. A total of 12 collisions involved a bicyclist or a pedestrian, and a total of one (1) collision resulted in a fatality. Most of the pedestrian and bicyclist collisions were observed at major intersections including Knott Avenue, Western Avenue, and Beach Boulevard—as shown in **Exhibit 2**. This will be an important consideration for the Complete Streets project as these locations are also “pinchpoints” along the corridor, where the travel way is limited at the intersection approaches.

Source: UC Berkeley's TIMS

Exhibit 2: Collisions – Years 2018 to 2022



Through the Buena Park SRTS Plan, the Kimley-Horn team has extensive knowledge of the Buena Park schools located along and local to the project corridor. These include Buena Park Middle School (located on the corridor) as well as Mabel L. Pendleton Elementary School and Buena Park High School (located in close proximity to the corridor). In addition, the enrollment boundary for Arthur F. Corey extends north of Orangethorpe Avenue, including the residential area northeast of Holder Street/Orangethorpe Avenue. As part of the Buena Park SRTS Plan, we are working with the City to evaluate the need for pedestrian connectivity at Holder Street across Orangethorpe Avenue.

In addition to planning and designing for complete streets that supports the multimodal network along the project corridor, further assessments are needed for the intersections to improve future connectivity to land uses both north and south of the corridor. Similar to the ongoing Buena Park SRTS plan, we will incorporate an extensive community outreach in this project to better align with the vision of the City and its residents.

We envision the following project goals:

- **Incorporate innovative features and design elements** proposed through the lens of pedestrians, cyclists, and transit riders while considering the various conditions and needs specific to those who access schools, homes, retail, and more along Orangethorpe Avenue.
- **Identify constraints/potential conflicts of interest and provide innovative solutions** that support the entire multimodal network of this corridor.
- **Receive critical feedback** on project elements thorough planning and extensive public outreach efforts.
- **Provide cost-effective solutions and an implementable strategy** to receive funding to construct this project.

C. SCOPE OF WORK

Project Approach/Methodology

Kimley-Horn has assembled a diverse team of accomplished roadway, safety, and active transportation design professionals to develop the Orangethorpe Avenue Planning Study and recommended alternatives for which the City can pursue design-phase funding.

Kimley-Horn's key approach to the project will be through three focus areas:

- 1. Coordination**
- 2. Planning**
- 3. Implementation**

Coordination

Coordination will be an essential part in delivering this project successfully to meet the needs of the stakeholders and the community. Our project manager, **Sowmya Chandrasekhar, PE, TE, PTOE**, *has a hands-on and proactive approach and will be the City's lead point of contact for all project elements.*

Sowmya will provide continuous dialogue and updates to the City through meetings, phone conversations, email, schedule updates, and a deliverables tracking matrix. Our intent is to keep the City informed of the project status at all times.

Monthly PDT meetings will be held to share status with stakeholders and make design decisions. To maximize the efficiency of these meetings and maintain schedule, we hold focus meetings in between PDT meetings to coordinate and resolve any anticipated issues.

Our internal team is comprised of Kimley-Horn staff and subconsultants with recent experience working together on similar projects. We will hold weekly internal all-hands meetings as needed throughout the project. We will also hold internal workshops with key personnel to address each technical discipline and provide innovative, cost-saving solutions.



Kimley-Horn is an in-person consultant firm, which helps improve communication and collaboration with each other. With local offices in Orange, Long Beach, and Downtown Los Angeles, we can respond quickly to any needs that may arise at the City!

Planning

We understand the importance of complete and detailed base documents to aid in the Project's planning phase. Our team will perform a field survey to document the Project corridor's existing conditions, which can also help identify existing conditions that may impact the Project implementation.

PublicCoordinate
Buena Park SRTS

Created by Kimley-Horn

PublicCoordinate
A Kimley-Horn Software Solution

Click/Scan here to see [PublicCoordinate](#) in action on another complete streets project

Stakeholder and community outreach is critical to any planning study put forth by the City. For this purpose, Kimley-Horn will develop a layered map to show the street network, signalized and unsignalized intersections, attendance zones, major land uses, collisions, demographics, and other pertinent information to determine the project stakeholders. We will also incorporate the data collected through the community outreach process. The objective is to understand and analyze the interaction of these different elements on school travel, work commutes, retail trips, and community trips along the corridor. In addition to the feedback through meetings, ***we will use Kimley-Horn's interactive mapping software, PublicCoordinate, which provides a sophisticated online interactive process to solicit feedback from the public.*** This tool offers enhanced capabilities such as comment input, multiple languages, toggling between multiple base maps, Americans with Disabilities Act (ADA) web accessibility, custom branding, survey integration, and so much more. Its online platform is user-friendly, making it easy for the public to provide input and visualize what their communities would look like with proposed transit, roadway, development, or infrastructure improvements.

Implementation

The Kimley-Horn team's implementation approach will build on the coordination and planning efforts, using these early-stage efforts to understand the existing conditions, physical constraints, design opportunities, and stakeholder priorities. With the existing

We will draw from our extensive active transportation, complete streets, and transit project experience to develop implementable alternatives.



conditions assessment and input from key stakeholders and community meetings, we will draw from our extensive active transportation, complete streets, and transit project experience to develop implementable alternatives. We know gaining consensus on the alternatives is key to a successful project and maintaining the project schedule. We will re-seek input from key stakeholders and the community to coordinate their input with the City to move finalize the recommended alternative.

COMPLETE STREETS IMPLEMENTATION CONSTRAINTS

Due to the diverse land uses and corridor characteristics, some conditions must be further assessed and considered:

➤ EXISTING RIGHT-OF-WAY

- All improvements need to be within the existing right-of-way and mostly limited to the existing travel way.
- Major intersections are anticipated to be “Pinchpoints” at the approaches.

➤ ON-STREET PARKING

- There is existing parking for three different segments along Orangethorpe Avenue:
 - » Timed parking for Buena Park Middle School
 - » Retail parking between Oslo Circle and Western Avenue
 - » Residential parking between Indiana Avenue and Kass Drive
- Parking demand for existing and future developments must be analyzed and assessed. Communication and outreach, especially regarding parking, will be a factor in determining the alternatives.

➤ HEAVY VEHICLE AND TRUCK ROUTE

- Existing lane widths cannot be reduced less than 11 feet.
- Curb extension options limited to accommodate larger turning vehicles.

COMPLETE STREETS IMPLEMENTATION OPPORTUNITIES

The key to our approach to complete streets design is controlling conflict points and delineation of travel patterns:

➤ PROTECTED INTERSECTION TREATMENTS

Protected intersection treatments can significantly improve safety for cyclists by reducing conflicts with motor vehicle traffic and providing clear guidance on how to navigate through intersections. These treatments are becoming increasingly popular in urban areas and are seen as a best practice for designing bike-friendly infrastructure.

➤ DEDICATED BICYCLE SIGNAL PHASES

Dedicated signal phases can give cyclists a separate green signal to cross intersections, providing dedicated time to navigate through the intersection without motor vehicle traffic conflicts.

➤ PHYSICAL SEPARATION

Physical barriers (e.g., curbs, medians, bollards, or parking lanes) may be used to separate the bike lanes or “bike boxes” from motor vehicle lanes. This helps prevent vehicle encroachment into the bike lane while also providing a better line of sight at the intersection.

➤ BICYCLE PAVEMENT MARKINGS APPROACHING INTERSECTIONS, THROUGH INTERSECTIONS, AND CONFLICT ZONES

Bicycle pavement markings provide a clear boundary to guide bicyclists safely as they approach and travel through intersections and conflict zones (locations where vehicles can cross into the bikeway - e.g., intersection turns, bus pull-in, etc.). When approaching intersections, appropriate treatment for right-turn only lanes will be to place a bike lane pocket (box) between the right-turn lane and the right-most through lane. Alternatively, in cases where there is insufficient roadway space to accommodate a bike lane box, the bike lane may need to be dropped, and shared lines (sharrows) may need to be provided for marking a bikeway through an intersection. These markings raise awareness for both bicyclists and motorists to potential conflict areas, guide bicyclists through an intersection in a straight and direct path, and relieve bicyclist stress by delineating clear travel paths.



Scope of Services

Task 1 – Project Initiation

Task 1.1: Project Kick-Off Meeting

Upon notice to proceed, we will coordinate with the City project manager to schedule an in-person kick-off meeting within two weeks after the commencement of work. The Kimley-Horn project manager will prepare a meeting agenda that includes team member introductions, project visioning and goal setting, project scope, schedule and budget, critical milestones, data needs, and determine appropriate communication preferences. Kimley-Horn will establish a project task and deliverable tracking sheet that will be used to monitor project progress throughout that can be used as a standing agenda and note progress as well. Meeting agendas shall be prepared and distributed two days prior to the meetings. Meeting minutes shall be prepared within three days after the meeting.

Deliverables:

- Project kick-off meeting agenda
- Project kick-off meeting notes and list of attendees
- Project action and deliverable tracking sheet

Task 1.2: Project Administration and Development Team Meetings

Kimley-Horn will establish a recurring monthly meeting for the project management team (PDT) to update on project progress and to get input and direction on upcoming tasks. The Kimley-Horn project manager will maintain the project action list and deliverable tracker ahead of each meeting, and that tracker will serve as the meeting agenda and depository for meeting notes and action items.

Kimley-Horn will develop monthly invoices and progress reports to document project progress and expenditures.

Deliverables:

- Updated deliverable tracking sheet for up to 22 PDT meetings
- Meeting materials, including agendas or any handouts
- Monthly Invoices and Progress Reports

Task 1.3: Existing Conditions

Literature Review

The Kimley-Horn team will work with City staff to collect existing plans, policies, programs, and data. Existing plans will likely include, but not be limited to:

- Buena Park Complete Streets Master Plan
- City General Plan - Mobility and Implementation Elements
- Buena Park Active Transportation Plan (ATP)
- OC Active Report
- Southern California Association of Governments' (SCAG) Connect SoCal
- Caltrans District 12's Caltrans Active Transportation Plan
- OC Transit Vision Master Plan

Multimodal Data Collection

Our team will gather existing condition information that includes current mode share, description of land use and destinations, existing bicycle and pedestrian counts, bus routes and ridership data, existing wayfinding, existing lane configurations/signal timing, collisions (including near misses), traffic volumes by vehicle classification, posted speed limits, and street lighting. We will work with the City to identify and obtain any existing sources of data for purposes of identifying gaps in data.

Prior to beginning the data collection, the Kimley-Horn team will work with City staff to identify the count locations and duration. We propose collecting 4-hour intersection turning movement counts during AM (7 to 9 AM) and PM (4 to 6 PM) peak periods, which will include vehicles, pedestrian and bicyclist counts at the five (5) signalized intersections. In addition, we will collect vehicle classification and pedestrian/bicyclist screen line counts at three (3) locations along the corridor.

Other pertinent information, such as existing land uses, current and projected housing and land use development, population characteristics, and travel projections will be gathered to assess travel demand, parking needs, and safety needs. Relevant school information will also be obtained for Buena Park Middle School, Buena Park High School, Mabel L. Pendleton Elementary School, James A Whitaker Elementary School, Arthur F. Corey Elementary School, and Saint Pius V Catholic School. Information such as enrollment boundaries, yellow school bus routes and ridership, and crossing guard locations have been obtained by Kimley-Horn for the Buena Park SRTS Plan (project) and will be documented as well.

As part of this task, we will also work with the City to identify and define the project's purpose and need statement. We will summarize our findings in a draft Existing Conditions Report that will be submitted to City for review. Upon receipt of one set of consolidated comments from the City, we will revise and submit the final Existing Conditions Report.

Deliverables:

- Draft and Final Existing Conditions Report

Task 2 – Stakeholder and Public Engagement

Task 2.1: Outreach and Engagement Plan

The Kimley-Horn team, with input from the City, will prepare a detailed Outreach and Engagement Plan that will include school and community engagement tools and events to be used throughout the development of the Orangethorpe Avenue Complete Streets Planning Study. The plan will reflect the unique needs of the City and will serve as a strategic roadmap and identify engagement objectives, key stakeholders, strategies to solicit feedback from the entire community, including underserved neighborhoods, timeline and responsible parties. The Plan will also include strategies for engaging with stakeholders virtually, where appropriate, considering the diverse group of stakeholders for this project.

The plan will consist of a strategy to fully engage disadvantaged communities, including outreach in English, Spanish, and Korean, and reach out to groups that may not participate in traditional planning events. The project team will strategically identify outreach events to reach the Buena Park community and maximize participants.

Effective engagement will be based on three core principles:

- | | | |
|--|--|--|
| 1. Requesting input from project stakeholders | 2. Engaging with and listening to the community | 3. Actively demonstrating how their input informs this planning study |
|--|--|--|

Deliverables:

- Outreach and Engagement Plan

Task 2.2: Stakeholder Team Engagement

The Kimley-Horn team will work closely with the City to compile a comprehensive list of invitees to join the Orangethorpe Avenue Complete Streets Stakeholder team. The list will include, but is not limited to:

- | | | |
|-------------------------------------|--|------------------------------|
| ➤ Residents | ➤ Buena Park Middle School | ➤ Buena Park School District |
| ➤ Business owners and organizations | ➤ Buena Park High School | ➤ Caltrans |
| ➤ Community-based organizations | ➤ Mabel L. Pendleton Elementary School | ➤ Regional Planning Agencies |
| ➤ HOA | ➤ James A. Whitaker Elementary School | ➤ Public Safety |
| ➤ City of La Palma | ➤ Arthur F. Corey Elementary School | |
| ➤ City of Fullerton | ➤ Saint Pius V Catholic School | |

Considering the broad and diverse group of key stakeholders, Kimley-Horn will prepare intentional outreach through a combination of stakeholder meetings, interviews, focus groups, surveys, and social media engagement. Our project team will prepare an interview guide – outlining goals, key questions, and timing – for City approval. We will conduct up to four (4) small group interviews with up to four (4) key stakeholders per group to identify potential issues, challenges, and opportunities.

Deliverables:

- Stakeholder Interview Discussion Guide
- Stakeholder Interview Notes (up to 4)
- Small Group Stakeholder Interviews (up to 4)
- Stakeholder Interviews Memorandum

Task 2.3: Corridor Advisory Team Engagement

Our project team has extensive experience working on projects engaging multiple jurisdictions, such as cities and counties, local transit agencies, and other regional stakeholders. With input from the City, we will form an advisory team that includes representatives from other City departments including the police department, Buena Park Traffic and Transportation Commission members, the cities of La Palma and Fullerton, and/or OCTA staff.

Deliverables:

- Corridor Advisory Team Recruitment Letter
- Advisory Team Meetings (up to 4)
- Corridor Advisory Team Spreadsheet Tracker
- Corridor Advisory Team Meeting Summaries (up to 4)

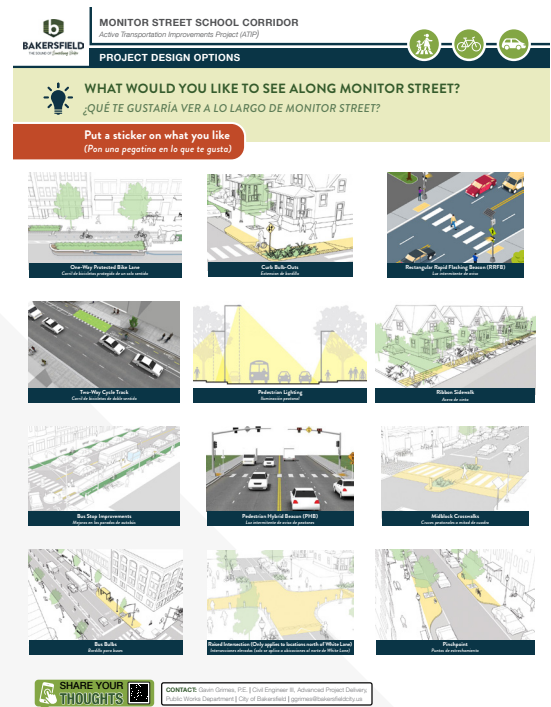
2.4: School and Student Outreach Activities

St. Pius V Catholic School and Buena Park Middle School are located directly along Orangethorpe Avenue, and four other schools are located within 0.5 miles of the corridor. To garner engagement for the project and develop a corridor design that is supported by the community, the team will bring awareness to the project through engagement events and activities. The project team will collaborate with a local school to prepare and lead one (1) workshop for school staff, students, and the community to introduce the project, gather feedback, and promote active transportation and the City's vision and plans for building a stronger bike network. This workshop will be followed by engagement activities such as creating one's "ideal Orangethorpe Avenue" using streetmix cards. We will also coordinate one (1) interactive booth at a school event, such as school open house, and schedule one-on-one meetings with school administrators as needed. Additionally, we will conduct one (1) art contest to draw in and engage students who might not have otherwise been aware of this project. Our project team has experience with hosting a virtual art contest for the LA County Transit-Oriented District (TOD) Guidelines project.

Our project team has extensive experience partnering with schools and soliciting community feedback through the City of Buena Park, City of Lancaster, and City of Santa Ana Safe Routes to School Plans. **Kimley-Horn has previously obtained contacts and has had active discussions and communications with the schools local to Orangethorpe Avenue as part of the development of the City's SRTS Plan.**

Deliverables:

- Local student engagement activities (up to 3)
 - One workshop (including powerpoint presentation, display boards (2), and activities)
 - Interactive booth at a school event
 - One hosted art contest



Click/scan here for a look at the art contest conducted for LA County Public Works!

Task 2.5: Online Outreach and Community Engagement

The Kimley-Horn team proposes to use our online mapping tool, PublicCoordinate, to collect input from residents. This mapping tool can be embedded on project flyers and readily shared through social media sites to boost public participation. Residents, stakeholders, and community members will be able to use this interactive, user-friendly tool to highlight specific intersections and locations with concerns and draw segments where they would like pedestrian and bicycle facilities added or upgraded. This mapping tool will identify current barriers and recommendations for suggested improvements around a given school site.

Our team will also create a project flyer that provides project information such as vision and timeline, a link to PublicCoordinate, and a graphic of our next community event. Display boards such as an existing conditions map and a project design options board will be used at community events to introduce the community to the project and solicit feedback. To reach the diverse community, events will be promoted in advance by distributing flyers to schools, as well as directly to residents and businesses along and local to Orangethorpe Avenue. Our team has conducted door-to-door outreach to distribute materials and encourage participation. We have also coordinated attention-grabbing postcard mailings to local businesses, directing them to project input websites and inviting them to public meetings. In order to reach the broader community, we will request the City to promote these events on their social media platforms and will collaborate with schools to distribute flyers to parents and school staff.

The project team will prepare material for and conduct up to two (2) community meetings/open houses and up to four (4) “pop-up” outreach events in collaboration with City-hosted events to maximize engagement among the broader community.

As we enter the recommendations development phase of this project, we will also present preliminary concepts and image renderings to the public to seek further input. Some relevant City events for pop-up booths include the Buena Park Culture Fest (September 2025) and Saturday Farmers’ Markets.

Following the completion of this task, our project team will outline findings from stakeholder meetings, community outreach events, and our online public engagement platform in a comprehensive public engagement summary. This document will summarize community concerns and determine priorities.

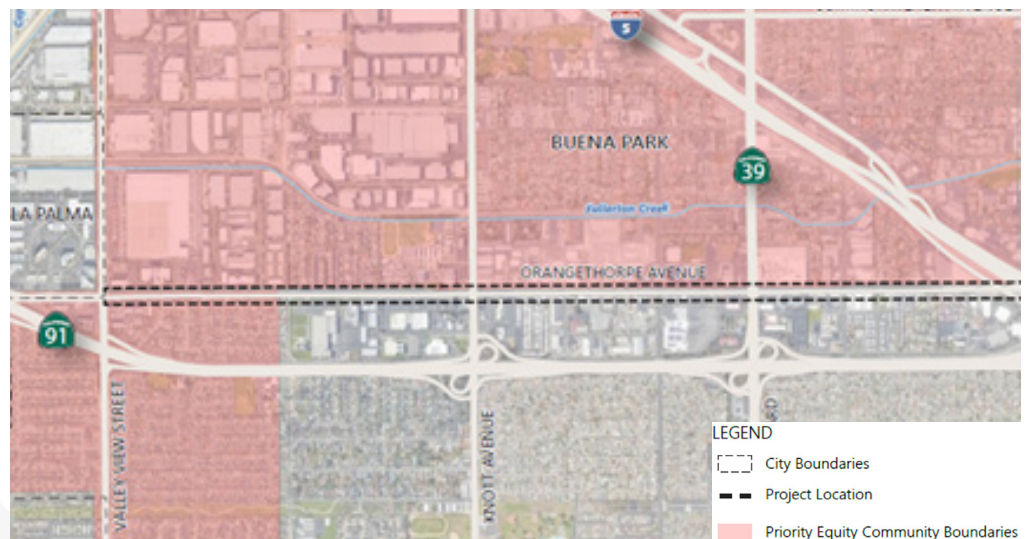


Deliverables:

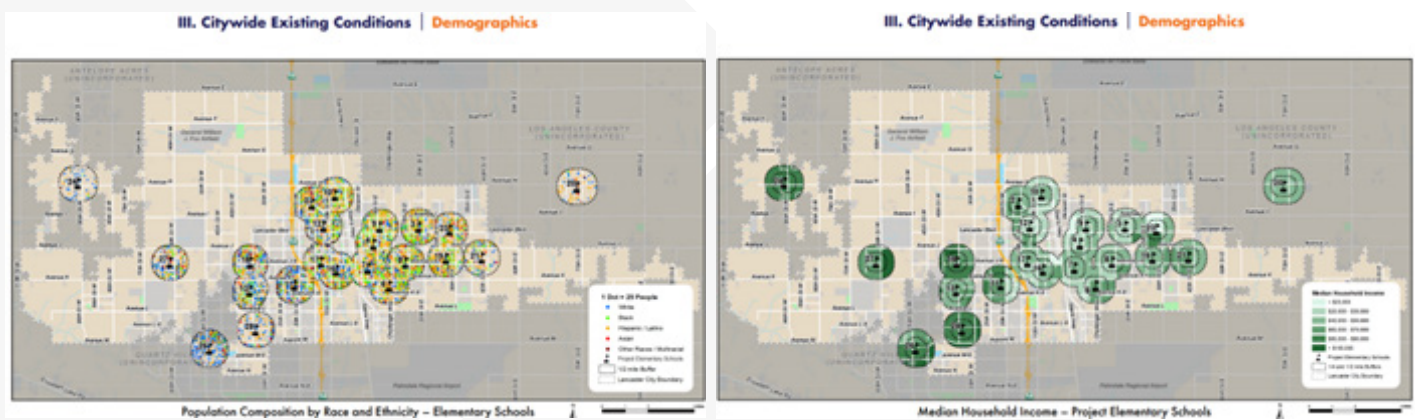
- Multilingual project flyers
- Project display boards (2) and activity material
- Interactive online engagement map and survey
- Community meetings/open houses (up to 2)
- Pop-up events (up to 4)
- Public engagement summary

Task 3 – Equity and Displacement Analysis

The area to the north of the entire project corridor and area to the south between Valley View Street and Holder Street fall under Priority Equity Community Boundaries as identified by the City. In addition, the area to north of the entire project corridor and the area to the south between Holder Street and Western Avenue falls under the SB 535 Disadvantaged Communities (DAC). We will prepare maps within a buffer of 0.5 miles on either side of the corridor.



These maps will be presented showing key statistics such as schools with free and reduce price meal program eligibility, population composition by race/ethnicity, median household income, percentage of households with limited English, and health statistics. Kimley-Horn has successfully used such maps to have targeted outreach as well as in securing grant applications for projects tying equity to transit, bicycle, and pedestrian needs. These maps will also be used to analyze and assess the impacts of potential project improvements as well as identifying mitigations to reduce those impacts.



We will pull together the summary of the project impact and benefits in a draft technical memorandum for City review. Upon receipt of one set of consolidated comments from the City, we will revise and submit the final technical memorandum.

Deliverables:

- State and Federal DAC Definition Maps
- Displacement Analysis and Mitigations
- Project Impact and Benefits Summary – Draft and Final Technical Memorandum



Task 4 – Recommendations Development

Through the planning phase, our team will **develop an opportunities, constraints, benefits, and risks matrix** for Orangethorpe Avenue. Once this matrix is finalized, Kimley-Horn will work with the City to identify and screen implementable strategies along the corridor. After conducting the existing conditions analysis and gathering initial community input, Kimley-Horn will develop a list of recommended solutions, up to two (2) preliminary concept alternatives and image renderings. These concepts may include the following, but will be refined during the planning phase of the project:

- Crosswalk/intersection improvements such as enhanced paving
- Transit improvements such as benches, shelters, real-time updates
- Bicycle improvements, such as implementation of a protected bike path (where feasible) that physically separates truck and vehicular traffic from bicyclists
- Street furnishings

These preliminary concepts and image renderings will be presented to the public at outreach events (Task 2.5) to seek further input. In collaboration with the City, a design alternative will be selected. For the selected alternative, Kimley-Horn will prepare the following:

- Overall illustrative key map/site plan
- Conceptual-level detail plans for key elements such as intersections and bus details
- One (1) draft and final concept plan

Deliverables:

- Opportunities, Constraints, Benefits and Risks Matrix
- Strategies Screening
- Recommended Solutions and Draft (up to 2) Alternatives
- Recommended Final Alternative – Draft and Final

Task 5 – Implementation Strategy

Based on the selected final alternative, Kimley-Horn will prepare concept-level cost estimates. In addition, our team will assess available grant funding opportunities for the selected alternative based on how the improvements align with grant goals and requirements. This task includes an assessment of readily available upcoming local, state, and federal grant funding opportunities and their application requirements. The team will create a matrix documenting grants that align with the project goals and objectives, the application requirements and timeline, and the estimated support costs to complete each application.

We will create an Implementation Strategy Technical Memorandum that documents and details the steps necessary to implement the plan, as well as describing the reporting process that will be used to keep the adopting agency and community informed of the progress being made in implementing the plan. The Implementation Strategy will include the determination of a pilot project before full project implementation, the need for additional or future outreach, funding opportunities, required coordination with other agencies (cost sharing, agreements, Memorandums of Understanding), CEQA needs, maintenance considerations, project update method, and a proposed timeline for implementation.

Deliverables:

- Cost estimates – Draft and Final
- Grant identification matrix
- Implementation Strategy Technical Memorandum

Task 6 – Summary Report

Task 6.1: Draft and Final Summary Report

As part of this task, Kimley-Horn will detail the findings obtained from Task 1 to Task 5 in a draft report for City staff review. The draft report will summarize the outreach and stakeholder feedback received and will detail the design decisions made in proposing the concept alternatives. The final report will be prepared with public consumption in mind and be easily followed by non-technical readers. Based on one set of consolidated comments from the City, Kimley-Horn will revise the draft report and provide a final report.

Deliverables:

- Draft Summary Report
- Final Summary Report

6.2: City Council Presentation

In collaboration with the City, Kimley-Horn will prepare the agenda report and present at the City Council meeting outlining the study and its conclusions. We will work with City staff to respond to and resolve any critical issues, so that City Council can adopt the final Orangethorpe Avenue Complete Streets Planning Study.

Deliverables:

- City Council Agenda Report
- City Council Presentation
- Documentation of City Council Approval

D. CONSULTANT'S REPRESENTATIVE

Sowmya Chandrasekhar, PE, TE, PTOE and **Sri Chakravarthy, PE, TE** will serve as the Kimley-Horn team's primary and alternate representatives, respectively. These individuals are able to negotiate on behalf of Kimley-Horn. We acknowledge that, should Sowmya become unable to continue with the project, Sri will become the primary representative upon approval by the City.



Primary Representative

Sowmya Chandrasekhar, PE, TE, PTOE

✉ sowmya.chandrasekhar@kimley-horn.com

☎ 213.354.9400



Alternate Representative

Sri Chakravarthy, PE, TE

✉ sri.chakravarthy@kimley-horn.com

☎ 213.261.4037

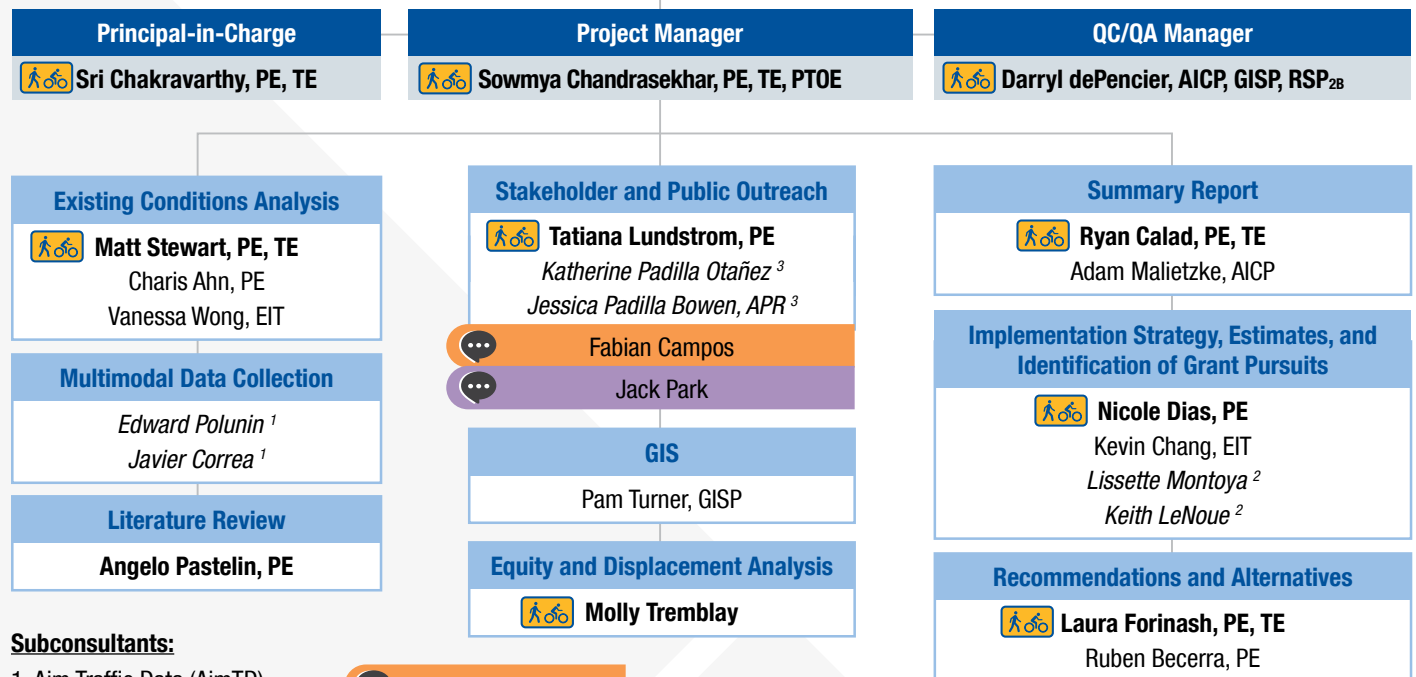
E. PROJECT TEAM

The members of our project team were selected using two criteria: (1) their experience with executing tasks on similar contracts with similar and/or local agencies, and (2) their availability to assume major technical responsibilities within project schedules. With this, we are committed to your success in all stages of this project. Our team, responsible for delivering the high-quality of service the City expects, will be led by **Sowmya Chandrasekhar, PE, TE, PTOE** a results-focused project manager and a practical problem-solver with more than 20 years of transportation engineering and public works experience across Los Angeles County. Sowmya will be the primary contact with the City during the project and will be supported by a core team of key personnel, including principal-in-charge, **Sri Chakravarthy, PE, TE** and Quality Control/Quality Assurance (QC/QA) Manager, **Darryl dePencier, AICP, GISP, RSP_{2B}**, both of whom have extensive experience working on active transportation and safety projects with agencies throughout Los Angeles County.

In addition to Sowmya, Sri, and Darryl, our team includes other local engineers, planners, and analysts who have successfully collaborated with each other on a variety of similar complete streets efforts, as shown in the organization chart below. We have also bolstered our in-house Kimley-Horn staff with three key subconsultant partners—**AimTD**, **Avant-Garde**, and **Katherine Padilla & Associates**—has been provided in [Section G. Subconsultants](#).

Organizational Chart

City of Buena Park



Subconsultants:

1. Aim Traffic Data (AimTD)
2. Avant-Garde
3. Katherine Padilla & Associates

- Fluent in Spanish
- Fluent in Korean

Bold = Key Team Members

Active Transportation Experts

Kimley-Horn Labor Allocation Table

The matrix below shows the total hours of work for each task versus each job classification on the project.

Category/Title		Kimley-Horn and Associates, Inc.											TOTAL HOURS	
		Project Manager	QC/QA Manager	Principal-in-Charge	Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional III	Professional II	Professional I	Analyst II	Analyst I		Project Support
Task 1	Project Initiation	52	10			2		20		10	112		20	226
1.1	Project Kick-Off Meeting	2				2					2			6
1.2	Project Administration and Development Team Meetings	30	4								30		20	84
1.3	Existing Conditions	20	6					20		10	80			136
Task 2	Stakeholder and Public Engagement	54	7							20	60			141
2.1	Outreach and Engagement Plan	6	2							4	10			22
2.2	Stakeholder Team Engagement	12	1							4	10			27
2.3	Corridor Advisory Team Engagement	12	1							4	10			27
2.4	School and Student Outreach Activities	12	1							4	10			27
2.5	Online Outreach and Community Engagement	12	2							4	20			38
Task 3	Equity and Displacement Analysis	6				4		12				24		46
3.1	Equity and Displacement Analysis	6				4		12				24		46
Task 4	Recommendations Development	25	10			56		24	24	90	100			329
4.1	Recommendations Development	25	10			56		24	24	90	100			329
Task 5	Implementation Strategy	25	10			32		40		20				127
5.1	Implementation Strategy	25	10			32		40		20				127
Task 6	Summary Report	34	14			36		18		92	60	20		274
6.1	Draft and Final Summary Report	24	12			36		18		80	60	20		250
6.2	City Council Presentation	10	2							12				24
TOTAL HOURS		196	51			130		20	94	54	374	184	40	1,143

*Subconsultant hours included in Other Direct Costs

Resumes. Resumes for our proposed project team members are provided starting below.



Sowmya Chandrasekhar, PE, TE, PTOE

Project Manager

Sowmya has more than 16 years of professional experience as a transportation engineer. She is experienced in SRTS, ATP, safety studies, corridor operational analyses, traffic impact analyses, traffic signal designs, illumination designs, temporary/permanent traffic control plans, traffic control warrant analyses, parking studies, pedestrian studies, crash analyses, and innovative intersection improvements. Sowmya is well versed in grant funding and application development, specifically related to ATP and corridor safety projects.

Professional Credentials

- ◆ Master of Science, Civil Engineering, Missouri University of Science & Technology
- ◆ Bachelor of Science, Civil Engineering, Visvesvaraya National Institute of Technology, India
- ◆ Professional Engineer in California #83100
- ◆ Traffic Engineer in California #2760
- ◆ Professional Traffic Operations Engineer #3323

*Having previously served for three years as the City's on-call traffic engineer, Sowmya not only brings a unique understanding of the goals and concerns of the City and the community, but she also **truly cares for and is invested in the success of Buena Park!** This personal connection has only been strengthened by her continued work on City projects at Kimley-Horn, including her ongoing management of the City's **Safe Routes to School Plan**. Paired with her passion for active transportation and safety improvements, Sowmya's intimate knowledge of the City makes her uniquely suited to once again partner with you as project manager on the Orangethorpe Avenue Complete Streets Planning Study.*

RELEVANT EXPERIENCE

- ▲ **City of Buena Park, Safe Routes to School Plan, Buena Park, CA** – Project Manager
- ▲ **City of Buena Park, On-Call Transportation Engineering Services, Buena Park, CA** – Project Manager*
- ▲ **Caltrans, Complete Intersections: A Guide to Reconstructing Intersections and Interchanges for Bicyclists and Pedestrians, CA** – Project Manager
- ▲ **City of Los Angeles, Griffith Park Safety and Mobility Active Transportation Project, Los Angeles, CA** – Project Manager
- ▲ **City of Los Angeles, Broadway-Manchester Active Transportation Equity Project, Los Angeles, CA** – Senior Design Engineer
- ▲ **City of Bakersfield, Monitor Street School Corridor Active Transportation Improvements, Bakersfield, CA** – Project Manager
- ▲ **City of Bakersfield, Niles and Monterey Complete Streets, Bakersfield, CA** – Senior Engineer
- ▲ **City of Lancaster, Caltrans ATP Before and After Pedestrian and Bicycle User Counts, Lancaster, CA** – Project Manager
- ▲ **City of Lancaster, Pedestrian Gap Closures and Street Lighting, Lancaster, CA** – Senior Engineer
- ▲ **City of Santa Ana, South Main Street Corridor Improvements, Santa Ana, CA** – QC/QA Reviewer
- ▲ **OCTA, Traffic Signal Synchronization Master Plan 2021 Update, Orange County, CA** – Deputy Project Manager
- ▲ **LA Metro, North Hollywood to Pasadena BRT Planning and Environmental Study, Los Angeles to Pasadena, CA** – Senior Project Engineer
- ▲ **City of Norwalk, Norwalk Boulevard Traffic Signal and Interconnect Improvements, Norwalk, CA** – QC/QA Reviewer
- ▲ **City of Cerritos, Del Amo Boulevard Bridge Replacement and Signal Enhancement Project, Cerritos, CA** – Senior Project Engineer

**Performed prior to joining Kimley-Horn*



Sri Chakravarthy, PE, TE

Principal-in-Charge

Sri has over 20 years of multifaceted transportation engineering and public works experience. Since beginning his career with Los Angeles County prior to joining Kimley-Horn, Sri has led a wide variety of active transportation projects, corridor studies, green streets, neighborhood corridor improvements, traffic calming, safety studies, and related traffic engineering services. Sri is a strong, hands-on project manager who brings demonstrated experience delivering unique, effective solutions to local streets across Southern California.

Professional Credentials

- ◆ Master of Science, Civil Engineering, Louisiana State University
- ◆ Bachelor of Science, Civil Engineering, Kakatiya University, India
- ◆ Professional Engineer in California #73629
- ◆ Professional Traffic Engineer in California #2531



*Directly applicable to this endeavor, Sri has successfully managed many active transportation projects and is known for his practical problem-solving approach, which is informed by **more than 20 years of public works experience.***

RELEVANT EXPERIENCE

- ▲ **City of Santa Ana, South Main Street Corridor Improvements, Santa Ana, CA** – Traffic Engineer
- ▲ **City of Los Angeles, Broadway-Manchester ATP Cycle 4 Equity Project, Los Angeles, CA** – Senior Design Lead
- ▲ **City of Los Angeles, Mission Mile Sepulveda ATP Cycle 5: Visioning for a Safe and Active Community Project, Los Angeles, CA** – Principal In-Charge
- ▲ **City of Los Angeles, Griffith Park Safety and Mobility Active Transportation Project, Los Angeles, CA** – Principal In-Charge
- ▲ **County of Los Angeles, Bicycle Master Plan Update, Los Angeles County, CA** – Project Manager
- ▲ **City of Fullerton, Nutwood Avenue Bicycle and Pedestrian Mobility Improvements Project ATP Cycle 6, Fullerton, CA** – Principal-in-Charge
- ▲ **County of Orange Public Works, ADA Transition Plan Phase 2 Programming and Implementation, Orange County, CA** – Project Manager
- ▲ **OCTA, Santa Ana Transit Cooperative Study, Santa Ana, CA** – Traffic Engineer
- ▲ **City of Irvine, Protected Intersections Study and Conceptual Design for Various Locations, Irvine, CA** – Project Manager
- ▲ **City of Ventura, Westside Community Wide Active Transportation Improvements, Ventura, CA** – Project Manager
- ▲ **City of Ventura, Ventura River Trail Improvements Project, Ventura, CA** – Principal-in-Charge
- ▲ **City of Malibu, Caltrans Route 1 Pacific Coast Highway Bicycle Route Safety Improvements, Malibu, CA** – Project Manager
- ▲ **City of Malibu, Pacific Coast Highway Safety and Mobility Improvements at Various Locations, Malibu, CA** – Project Manager
- ▲ **City of Agoura Hills, Kanan Agoura Roundabout and Intersection Safety Improvements, Agoura Hills, CA** – Project Manager
- ▲ **City of Lancaster, ATP Cycle 2 Pedestrian and Bicycle Gap Closure Improvements at 36 Locations, Lancaster, CA** – Senior Design Lead
- ▲ **City of Lancaster, Safe Routes to School Master Plan, Lancaster, CA** – Principal-in-Charge
- ▲ **City of Thousand Oaks, Rancho Road Sidewalks and Bike Lanes, Thousand Oaks, CA** – Project Engineer



Darryl dePencier, AICP, GISP, RSP_{2B}

QC/QA Manager

Darryl has been leading transportation safety and active transportation projects for more than 17 years, including more than 40 recent SRTS, SSARs, LRSPs, and RSAs. He has developed a number of tools to root out the spatial relationships between collision events to determine the factors and conditions that increase the probability of vehicle crashes. His experience ranges from establishing safety policy language, network screening, crash site engineering reviews, and developing countermeasure toolboxes. Darryl also conducts statistical analyses of crash activity using methods presented in the Highway Safety Manual (HSM), the Local Roadway Safety Manual, and customized analyses for unusual locations or conditions. He has worked on studies at the statewide, regional, local, and site-specific levels that incorporate all of the four Safety Es (Engineering, Education, Enforcement, and Emergency Medical Services).

Professional Credentials

- ◆ Master of Science, Urban Spatial Analytics, University of Pennsylvania
- ◆ Bachelor of Arts, Geography, Carleton University
- ◆ Certificate of Geographic Information Systems, Algonquin College
- ◆ American Institute of Certified Planners #026552
- ◆ Geographic Information Systems Professional #59317
- ◆ Road Safety Professional 1 #279
- ◆ Road Safety Professional 2B #17



*As one of Kimley-Horn's safety practice leaders, Darryl has led safety analysis efforts across the state, including several recent studies in Orange County. He is also highly skilled in GIS and other analytical software systems to **create robust and user-friendly products that help decision-makers and the public make the best use of plans and studies.***

RELEVANT EXPERIENCE

- ▲ **City of Artesia, Active Transportation Plan, Artesia, CA** – Project Planner
- ▲ **City of Artesia, Local Roadway Safety Plan, Artesia, CA** – Project Manager
- ▲ **City of Bakersfield, Bakersfield Active Transportation Plan, Bakersfield, CA** – Project Manager
- ▲ **City of Los Angeles, On-Call Services for Transportation and Mobility Planning, Los Angeles, CA** – Multimodal Transportation Planning Team Lead
- ▲ **City of Lancaster, SRTS Master Plan, Lancaster, CA** – Project Planner
- ▲ **City of Lancaster, Systemic Safety Analysis Report Program, Lancaster, CA** – Project Planner
- ▲ **Caltrans, Vulnerable Road User Safety Assessment, Statewide, CA** – Project Manager
- ▲ **OCTA, Santa Ana Transit Cooperative Study, Santa Ana, CA** – Project Planner
- ▲ **City of Costa Mesa, Safe Routes to School Action Plan, Costa Mesa, CA** – Project Manager
- ▲ **City of Costa Mesa, Local Roadway Safety Plan, Costa Mesa, CA** – Project Manager
- ▲ **City of Anaheim, Local Roadway Safety Plan, Anaheim, CA** – Project Planner
- ▲ **City of Seal Beach, Local Roadway Safety Plan, Seal Beach, CA** – Project Planner
- ▲ **City of San Clemente, Local Roadway Safety Plan, San Clemente, CA** – Project Manager
- ▲ **City of Palm Desert, Safe Streets for All Grant, Palm Desert, CA** – Project Planner
- ▲ **Caltrans, Vulnerable Road User Safety Assessment, Statewide, CA** – Project Manager
- ▲ **Caltrans, Strategic Highway Safety Plan (SHSP) Update and Implementation, Statewide, CA** – Project Planner
- ▲ **SCCRTC, Unified Corridor Investment Study, Santa Cruz County, CA** – Project Planner
- ▲ **SCAG, On-Call Services: REAP Program Grant Writing and Program Administration, Southern CA** – Project Planner
- ▲ **SANDAG, San Vicente Comprehensive Multimodal Corridor Plan, San Diego, CA** – Project Planner



Matt Stewart, PE, TE

Existing Conditions Analysis Lead

Matt has experience in transportation planning, traffic engineering, and traffic safety analysis. His experience includes preparation of pedestrian and bicycle master plans, safety studies, development of intersection and roadway design guidelines, traffic impact analyses, and stakeholder engagement. He has recently worked on active transportation projects including the Broadway-Manchester Active Transportation Project, Griffith Park Safety and Active Transportation Project, the Lancaster Safe Routes to School Master Plan, and the Costa Mesa Safe Routes to School Action Plan.

Professional Credentials

- ◆ Master of Science, Transportation Engineering, University of California, Berkeley
- ◆ Bachelor of Science, Civil and Environmental Engineering, University of California, Los Angeles
- ◆ Professional Engineer in California #90465
- ◆ Professional Traffic Engineer in California #3063



*Matt has recently worked on numerous traffic safety and transit projects in Orange County and Los Angeles County, giving him insight into local standards and best practices for active transportation improvements. He also brings **extensive experience partnering with OCTA** on various signal synchronization program projects, lending him vital connections with this key project stakeholder.*

RELEVANT EXPERIENCE

- ▲ **Caltrans, Complete Intersections Design Guide, Statewide, CA** – Deputy Project Manager
- ▲ **City of Los Angeles, Broadway-Manchester Active Transportation Project, Los Angeles, CA** – Project Engineer
- ▲ **City of Los Angeles, Griffith Park Safety and Mobility Active Transportation Project, Los Angeles, CA** – Project Engineer
- ▲ **County of Los Angeles, Bicycle Master Plan, Los Angeles County, CA** – Project Manager
- ▲ **City of Malibu, Pacific Coast Highway Mobility Improvements at Various Locations, Malibu, CA** – Project Engineer
- ▲ **City of Malibu, Pacific Coast Highway Signal System Improvements Project, Malibu, CA** – Project Engineer
- ▲ **City of Costa Mesa, Safe Routes to School Action Plan, Costa Mesa, CA** – Project Engineer
- ▲ **OCTA, Triennial Transit Operations Performance Audit, Orange County, CA** – Project Engineer
- ▲ **OCTA, El Toro Road Regional Traffic Signal Synchronization Project, Orange County, CA** – Project Engineer
- ▲ **OCTA, Chapman Avenue Traffic Signal Synchronization Project, Orange County, CA** – Project Engineer
- ▲ **OCTA, Aliso Creek Road Regional Traffic Signal Synchronization Program, Orange County, CA** – Project Engineer
- ▲ **OCTA, Bake Parkway and Rockfield Boulevard, Crown Valley Parkway, and Moulton Parkway RTSSP, Orange County, CA** – Project Engineer
- ▲ **County of Orange, ADA Transition Plan, Orange County, CA** – Project Manager
- ▲ **City of Irvine, Pedestrian Module Field Review, Irvine, CA** – Project Manager
- ▲ **City of Lancaster, SRTS Master Plan, Lancaster, CA** – Project Engineer
- ▲ **Orange County Public Works, ADA Transition Plan, Orange County, CA** – Project Manager
- ▲ **City of Agoura Hills, On-Call Traffic Engineering and SRTS Services, Agoura Hills, CA** – Project Engineer



Angelo Pastelin, PE

Literature Review Lead

Professional Credentials

- ◆ Bachelor of Science, Civil Engineering, University of California, Irvine
- ◆ Professional Engineer in California #96423

Angelo is a licensed professional engineer with experience across a variety of municipal projects including pavement rehabilitation, intersection improvements, signal synchronization, traffic calming, and safety studies. During his five year tenure at Kimley-Horn, he has supported a diverse range of design, analysis, and operations projects, including fiber design, traffic signal design, signing and striping design, and temporary traffic control design. Angelo has also led the design and data collection for traffic signal synchronization projects across Los Angeles, Ventura, and Orange counties.



*Angelo has experience in working with the public to provide education on transportation safety and planning opportunities. He has previously assisted with projects that **benefit local communities and worked with the public to incorporate feedback.***

RELEVANT EXPERIENCE

- ▲ **City of Los Angeles, Broadway-Manchester Active Transportation Project, Los Angeles, CA** – Project Analyst
- ▲ **City of Lomita, Traffic Calming Toolkit, Lomita, CA** – Project Lead/Analyst
- ▲ **City of Hawthorne, SS4A Action Plan, Hawthorne, CA** – Project Lead/Analyst
- ▲ **City of Lancaster, SRTS Master Plan, Lancaster, CA** – Project Analyst
- ▲ **City of Lancaster, At-Grade Rail Crossing Improvements (Avenue K, J, M, G), Lancaster, CA** – Project Analyst
- ▲ **City of Ventura, Design of Traffic Signal Communication System Upgrade Project Phase I, Ventura, CA** – Project Analyst
- ▲ **City of Norwalk, Design Services for Local Streets Rehabilitation Program Phase I, Norwalk, CA** – Project Engineer
- ▲ **City of Oxnard, Oxnard Boulevard & Saviers Road Signal Improvements, Oxnard, CA** – Project Analyst
- ▲ **City of Hawthorne, Various Traffic Engineering Services, Hawthorne, CA** – Project Analyst
- ▲ **City of Irvine, Barranca Parkway Regional Traffic Signal Synchronization Program, Irvine, CA** – Analyst
- ▲ **City of Rancho Cucamonga, Advanced Traffic Management System Phase II, Rancho Cucamonga, CA** – Project Manager
- ▲ **City of Rancho Cucamonga, Banyan Street Pavement Rehabilitation, Rancho Cucamonga, CA** – Project Manager
- ▲ **City of Rancho Cucamonga, Traffic Signal Design and Flashing Yellow Arrow Modifications, Rancho Cucamonga, CA** – Project Engineer



Tatiana Lundstrom, PE

Stakeholder and Public Outreach Lead

Tatiana has more than seven years of experience on a variety of transportation projects from the perspective of both design and outreach. As an outreach coordinator, she has been able to marry her engineering background with her passion for public engagement. Projects she has worked on as a designer include bicycle and pedestrian facilities, intersections, signing and pavement marking, roundabouts, and other safety improvements. Tatiana has led school walk audits, safe school outreach activities, project workshops with the public, canvassing at community events, and scheduling, planning, and coordination for Active Transportation Plans (ATPs) and Transportation Safety Action Plans. Tatiana has also organized multiple summits and outreach events, while emphasizing equity and accessibility. Tatiana's excellent written and verbal communication skills—combined with her ambition and passion for the industry as well as her drive to develop creative solutions—have allowed her to produce numerous quality products in a timely manner.

Professional Credentials

- ◆ Bachelor of Science, Civil Engineering, Clemson University
- ◆ Bachelor of Arts, Modern Languages, Clemson University
- ◆ Professional Engineer in California #95416



*As public outreach lead, Tatiana is able to marry her engineering background with her passion for public engagement. Her unique background enables her to communicate complex engineering ideas to diverse audiences **in a manner that achieves consensus and support**. Her excellent written and verbal communication skills—combined with her ambition and passion for the industry as well as her drive to develop creative solutions—have allowed her to produce numerous quality products in a timely manner.*

RELEVANT EXPERIENCE

- ▲ **City of Bakersfield, Active Transportation Plan, Bakersfield, CA** – Public Outreach Lead
- ▲ **City of Costa Mesa, Safe Routes to School Action Plan, Costa Mesa, CA** – Stakeholder Engagement Lead
- ▲ **City of San Marcos, Active Transportation Plan, San Marcos, CA** – Public Outreach Lead
- ▲ **Caltrans, Statewide Vulnerable Road Users Safety Assessment, Statewide, CA** – Outreach Coordinator
- ▲ **City of San Diego, La Jolla Active Transportation Plan Feasibility Study, San Diego, CA** – Outreach Coordinator
- ▲ **SANDAG, Orange Bikeway Final Design, San Diego, CA** – Outreach Coordinator
- ▲ **Caltrans, Strategic Highway Safety Plan (SHSP) Update and Implementation, Statewide, CA** – Deputy Project Manager
- ▲ **Caltrans, I-5 North Coast - PA&ED, PS&E, Staff Augmentation I-5 HOV Extension PS&E, and San Elijo Lagoon Bridge, San Diego, CA** – Project Analyst
- ▲ **Jamul Indian Village, SR 94 Improvements - NEPA, EIR, PA/ED, and PS&E, Jamul, CA** – Project Analyst



Molly Tremblay

Equity and Displacement Analysis Lead

Professional Credentials

◆ Bachelor of Science,
Structural Engineering,
University of
California, San Diego

Molly has a passion for projects that benefit communities through safety, equity, and active transportation focused design. Molly has more than six years of experience in multidisciplinary municipal and transit projects as well as private site developments. She has been involved in a range of projects, including planning and final design of bikeways, bicycle and pedestrian facility intersection designs, complete streets, roundabouts, roadway alignments, curb extensions, and parks. Her work with these projects includes horizontal and vertical design, ADA accessible grading, wet and dry utility plans, and collaboration with clients and local agencies to develop innovative solutions that effectively address design challenges.



*With a minor in literature, Molly has excellent written and verbal communication skills and a passion for **communicating complex design issues to community members** and writing successful grant applications for agencies throughout California.*

RELEVANT EXPERIENCE

- ▲ **City of Oceanside, Coast Highway Corridor Design, Oceanside, CA** – Analyst and Grant Support
- ▲ **City of National City, Euclid Avenue Pedestrian and Bicycle Enhancements, National City, CA** – Analyst
- ▲ **City of San Diego, Central Avenue Bikeway, San Diego, CA** – Analyst
- ▲ **City of Salinas, Williams Road Safe Street Corridor Project PA&ED, Salinas, CA** – Project Analyst & Funding Lead
- ▲ **City of King, San Antonio Drive Path & Safe Routes to Schools PA&ED, King City, CA** – Project Analyst & Funding Lead
- ▲ **City of King, US 101 and San Antonio Drive Roundabout Improvements Project** – HSIP and RSTP Grant Applications, PA&ED and PS&E Design Services, King City, CA – Analyst and Grant Writer
- ▲ **City of Vista, Emerald Drive Complete Street Improvements, Vista, CA** – Project Analyst
- ▲ **City of Seaside, Broadway Avenue Complete Street Corridor PS&E, Seaside, CA** – Project Analyst and Funding Lead
- ▲ **City of Rocklin, Rocklin Road/Pacific Street Roundabout Design and Right-of-Way Services, Rocklin, CA** – Analyst
- ▲ **City of Salinas, Bardin Road Safe Route to School Enhancement (Improvements), Salinas, CA** – Analyst
- ▲ **City of Folsom, ICE (Roundabouts-11 Intersections), Folsom, CA** – Project Analyst
- ▲ **City of West Sacramento, Grant Writing Services On-Call, West Sacramento, CA** – Project Manager



Ryan Calad, PE, TE

Summary Report

Ryan has more than 18 years of experience and is a recognized leader in the transportation and public works field. He has served as a project manager on various engineering projects and completed extensive work for bicycle and pedestrian improvements, roadway improvement plans, assessments, and signal operations projects. He has also served as the engineering lead for several active transportation, bike, pedestrian, and SRTS projects. He has an extensive planning and design background and is effective at anticipating and resolving problems and issues on concurrent project task orders involving multidisciplinary project teams, agencies, and subconsultants.

Professional Credentials

- ◆ Bachelor of Science, Ecology, University of California, Irvine
- ◆ Professional Engineer in California #91422
- ◆ Professional Traffic Engineer in California #2692



*Ryan brings a depth of active transportation project experience working with bike, pedestrian, transit, and vehicle improvements, specifically **navigating unique traffic control/protection for all users**. He has in-depth experience working with bike/pedestrian progressive agencies like the cities of Long Beach, Santa Monica, and Culver City, pairing Class II and Class IV bikes through tight urban settings with protected bike treatments and complex traffic signal controller operations/phasing.*

RELEVANT EXPERIENCE

- ▲ **City of Fullerton, Nutwood Avenue Bicycle and Pedestrian Mobility Improvements Project, Fullerton, CA** – Traffic Engineering Lead
- ▲ **City of Newport Beach, 32nd Street Class II Bike Lane Signing and Striping Plan, Newport Beach, CA** – Project Manager*
- ▲ **City of Newport Beach, Bike Corridor Improvement Program Striping PS&E, Newport Beach, CA** – Project Manager*
- ▲ **City of Irvine, Strategic Active Transportation Plan, Irvine, CA** – Engineering/ITS Task Leader*
- ▲ **Caltrans, Coast Highway Intersection Improvement PS&E, Laguna Beach, CA** – Project Manager*
- ▲ **Caltrans, Coast Highway Intersection Improvement Feasibility Study, Laguna Beach, CA** – Project Manager*
- ▲ **City of Seal Beach, Seal Beach Boulevard TSSP, Seal Beach, CA** – Project Manager*
- ▲ **City of Bakersfield, Monitor Street SRTS Improvements, Bakersfield, CA** – Project Engineer
- ▲ **City of Long Beach, Daisy-Myrtle Bike Boulevard, Long Beach, CA** – Senior Engineer*
- ▲ **City of Long Beach, 3rd Street and Broadway Cycletrack PS&E, Long Beach, CA** – Senior Engineer*
- ▲ **City of Long Beach, Studebaker Road Complete Streets/ITS Project, Long Beach, CA** – Task Manager*
- ▲ **City of Culver City, Culver Boulevard Class IV Bike Lane Gap Closure, Culver City, CA** – Project Manager*
- ▲ **LACDPW, Willowbrook 2 (Affordable Housing and Sustainable Communities) Complete Streets Project, Los Angeles County, CA** – Project Manager*
- ▲ **City of Santa Monica, Wilshire Boulevard & 3rd Street and Wilshire Boulevard & 4th Street Traffic Signal Modification Plans, Santa Monica, CA** – Project Manager*
- ▲ **City of Santa Monica, Ocean Avenue and Colorado Avenue Traffic Signal Modification, Santa Monica, CA** – Project Manager*
- ▲ **City of Santa Monica, Signal Synchronization, Santa Monica, CA** – Project Manager*

**Performed prior to joining Kimley-Horn*



Nicole Dias, PE

Implementation Strategy, Estimates, and Identification of Grant Pursuits

Nicole has been leading and supporting the design of multidisciplinary roadway and active transportation projects across Southern California for more than 13 years. She has worked on a wide range of projects, from local roadway improvements to major interchange projects, and from feasibility studies to final design and construction phase services. Nicole has a passion for active transportation, multimodal design, and safety improvements, having most recently served as the project manager on both the Mission Mile Sepulveda Project PA&ED and the Broadway-Manchester Active Transportation Project for the City of Los Angeles.

Professional Credentials

- ◆ Bachelor of Science, Civil Engineering, San Diego State University
- ◆ Professional Engineer in California #86490



*Nicole's experience **delivering large-scale active transportation and safety improvements projects**, including gaining approvals on innovative improvements not included in City standards, and navigating Caltrans Local Assistance requirements and deadlines will save the City time and money by reducing risk to schedule delays.*

RELEVANT EXPERIENCE

- ▲ **City of Los Angeles, Broadway-Manchester Active Transportation Project, Los Angeles, CA** – Project Manager
- ▲ **City of Los Angeles, Mission Mile Sepulveda Project PA&ED, Los Angeles, CA** – Project Manager
- ▲ **City of Los Angeles, Telfair Avenue Multimodal Bridge Over Pacoima Wash, Los Angeles, CA** – Project Manager
- ▲ **City of Bakersfield, Monitor Street SRTS Improvements, Bakersfield, CA** – Contract Manager/ Project Engineer
- ▲ **City of Bakersfield, Niles Street and Monterey Street Complete Streets PS&E, Bakersfield, CA** – Contract Manager/Project Manager
- ▲ **City of Fullerton, Nutwood Avenue Bicycle and Pedestrian Mobility Improvements Project, Fullerton, CA** – Civil Design Lead
- ▲ **City of Costa Mesa, Safe Routes to School Action Plan, Costa Mesa, CA** – Civil Design Lead
- ▲ **City of Lancaster, ATP Cycle 2: Pedestrian and Bicycle Gap Closure Improvements at 36 Locations, Lancaster, CA** – Project Engineer
- ▲ **City of Lancaster, Avenue J/SR 14 (SR 138) Interchange PSR-PDS, PA&ED, and PS&E, Lancaster, CA** – Project Engineer
- ▲ **City of Lancaster, PS&E for Avenue K & 35th Street Intersection Improvements, Lancaster, CA** – Project Engineer
- ▲ **City of Lancaster, Project Management Services for Measure R Highway Equity Funds for Avenue G, Avenue K, Avenue M, and Avenue J Interchanges, Lancaster, CA** – Project Engineer
- ▲ **City of Lancaster, Planning Phase Services for Measure R Highway Equity Program for Avenue L Interchange, Lancaster, CA** – Project Manager
- ▲ **City of Malibu, Civic Center Way Improvements, Malibu, CA** – Project Engineer
- ▲ **City of South Gate, I-710 Firestone Southbound On-Ramp Modification Project, South Gate, CA** – Project Engineer
- ▲ **City of Thousand Oaks, Rancho Road Sidewalks and Bike Lanes, Thousand Oaks, CA** – Project Engineer
- ▲ **City of Thousand Oaks, Transportation Center Bus Parking and Pedestrian Improvements, Thousand Oaks, CA** – Project Engineer
- ▲ **County of Riverside, I-10/Sunset Avenue Interchange Railroad Grade Separation, Banning, CA** – Design Engineer



Laura Forinash, PE, TE

Recommendations and Alternatives

Laura is a professional civil and traffic engineer with over 12 years of transportation engineering and public works experience. Her expertise ranges from small design projects and task orders to large design-build environments and staff augmentation roles. Laura has worked on numerous active transportation projects, from planning and conception—such as bicycle master plans, safety action plans, and local road safety plans (LRSPs)—to the design and construction of bike lanes and pedestrian signals. Laura specializes in traffic analysis, design, simulation, and transportation planning. She is highly knowledgeable in the Highway Capacity Manual (HCM) and CA MUTCD methodologies, and proficient in microsimulation tools like VISSIM, SimTraffic, and ALPS.

Professional Credentials

- ◆ Master of Science, Civil Engineering, Georgia Institute of Technology
- ◆ Bachelor of Science, Civil Engineering, Georgia Institute of Technology
- ◆ Professional Engineer in California #93146
- ◆ Professional Traffic Engineer in California #2818



*As the former City Traffic Engineer for the City of Agoura Hills (2018–2023) and in her staff augmentation roles for the cities of Hawthorne and Laguna Niguel, Laura **addresses active transportation issues daily, collaborates with key stakeholders, conducts public outreach, and helps cities implement projects and secure funding.** She will be a key technical resource to help develop innovative active transportation design solutions*

RELEVANT EXPERIENCE

- ▲ **City of Fullerton, Nutwood Avenue Bicycle and Pedestrian Mobility Improvements Project, Fullerton, CA** – Active Transportation
- ▲ **City of Agoura Hills, Bicycle Master Plan, Agoura Hills, CA** – Project Manager
- ▲ **City of Agoura Hills, Reyes Adobe Road Pedestrian Signals, Agoura Hills, CA** – Project Manager
- ▲ **City of Agoura Hills, Kanan Road and Agoura Road Ultimate Intersection Improvements, Agoura Hills, CA** – Project Manager
- ▲ **City of Agoura Hills, School Area Traffic Study Along Kanan Road, Agoura Hills, CA** – Project Manager
- ▲ **City of Agoura Hills, Local Roadway Safety Plan, Agoura Hills, CA** – Project Manager
- ▲ **City of Agoura Hills, On-Call Traffic Engineering and SRTS Services, Agoura Hills, CA** – Project Manager
- ▲ **City of Agoura Hills, Crossing Guard Analysis, Agoura Hills, CA** – Project Manager
- ▲ **City of Agoura Hills, Pavement Management Plan Update, Agoura Hills, CA** – Project Engineer
- ▲ **City of Laguna Niguel, Heather Ridge Bike Lane Design, Laguna, Niguel, CA** – Project Manager
- ▲ **City of Laguna Niguel, Traffic Manual and Neighborhood Traffic Management, Laguna Niguel, CA** – Project Manager
- ▲ **City of Laguna Niguel, Forbes Road Rectangular Rapid Flashing Beacons, Laguna Niguel, CA** – Project Manager
- ▲ **City of Lomita, Traffic Calming Toolkit, Lomita, CA** – Project Manager
- ▲ **City of Hawthorne, Safety Action Plan, Hawthorne, CA** – Project Manager
- ▲ **City of Hawthorne, Professional Traffic Engineering Services, Hawthorne, CA** – Project Manager (City Traffic Engineer)
- ▲ **City of Diamond Bar, Neighborhood Traffic Management Plan (NTMP) on North Del Sol Lane and Highland Valley Road, Diamond, CA** – Project Engineer
- ▲ **City of South Gate, I-710 Firestone Southbound On-Ramp Modification Project, South Gate, CA** – Project Engineer



Charis Ahn, PE

Existing Conditions Analysis

Charis has experience in traffic engineering and ITS design, planning, and analysis projects. Her experience includes traffic signal design, signal interconnect design, street lighting design, signing and striping design, and planning level traffic studies. Charis has worked on a variety of projects during which she was involved with traffic intersection modeling, communication block diagrams and fiber-optic splice diagrams, data collection and field review, preparation of design plans using AutoCAD and MicroStation, cost estimation, and technical specifications preparation.

Professional Credentials

- ◆ Bachelor of Science, Civil Engineering, University of California, Los Angeles
- ◆ Professional Engineer in California #96083

RELEVANT EXPERIENCE

- ▲ **City of Simi Valley, Local Roadway Safety Plan, Simi Valley, CA** – Project Analyst
- ▲ **City of Lancaster, Lancaster Health District Traffic Design, Lancaster, CA** – Project Analyst
- ▲ **City of Rancho Cucamonga, Traffic Signal Modification, Rancho Cucamonga, CA** – Project Analyst
- ▲ **City of Norwalk, Studebaker Road TSSP, Norwalk, CA** – Project Analyst
- ▲ **City of Ventura, Design of Traffic Signal Communication System Upgrade Project Phase I, Ventura, CA** – Project Analyst
- ▲ **City of Ventura, Sustainable Transportation Infrastructure and Transportation Related Amenities, Ventura, CA** – Project Analyst



Vanessa Wong, EIT

Existing Conditions Analysis

Vanessa has experience in design and traffic operations. Her design experience includes traffic signal design, signal interconnect design, and signing and striping design. Her traffic analysis experiences include traffic impact studies and signal timing operations. She has software experience with AutoCAD, Synchro, ArcGIS, and Excel.

Professional Credentials

- ◆ Bachelor of Science, Civil Engineering, California State Polytechnic University, Pomona
- ◆ Engineer-in-Training in California #174281

RELEVANT EXPERIENCE

- ▲ **City of Buena Park, Safe Routes to School Plan, Buena Park, CA** – Project Analyst
- ▲ **City of Los Angeles, Broadway-Manchester Active Transportation Equity Project, Los Angeles, CA** – Project Analyst
- ▲ **City of Los Angeles, Griffith Park Safety and Mobility Active Transportation Project, Los Angeles, CA** – Project Analyst
- ▲ **City of Irvine, Barranca Parkway Regional Traffic Signal Synchronization Program, Irvine, CA** – Project Analyst
- ▲ **City of Norwalk, Norwalk Blvd Final Design Services for Traffic Signal Improvements, Norwalk, CA** – Project Analyst
- ▲ **City of Norwalk, Studebaker Road Traffic Signal Synchronization Project (TSSP) and Interconnect Projects, Norwalk, CA** – Project Analyst
- ▲ **City of Alhambra, 710 North Arterial and I-10 Interchange Improvements at I-10/Fremont Avenue, I-10/Atlantic Boulevard, and I-10/Garfield Avenue, Alhambra, CA** – Project Analyst



Fabian Campos

Stakeholder and Public Outreach

Professional Credentials

- ◆ Master of Urban and Regional Planning, University of California, Los Angeles
- ◆ Bachelor of Science, Sociology, Grinnell College

Fabian works with public and private clients on equitable strategies and implementation, providing nuanced understanding of markets, the federal legislative process, and regulatory environment to plan, design, and develop projects that advance equitable outcomes for underserved communities. With over six years of experience, Fabian has worked on a variety of multimodal transportation projects, zeroemission transition plans, micromobility pilot programs, local, state, and federal grants, and conducted benefit-cost analyses for bridge projects. Fabian's broader technical experience includes geospatial analyses, land-use planning, transit-oriented communities, community engagement, and research. ***Fabian is fluent in Spanish and will provide translation services.***

RELEVANT EXPERIENCE

- ▲ **City of Buena Park, Safe Routes to School Plan, Buena Park, CA** – Project Planner
- ▲ **Southern California Association of Governments (SCAG), Moreno Valley Pedestrian Access Plan, Moreno Valley, CA** – Project Planner
- ▲ **LA Metro, Safety Action Plan, Los Angeles County, CA** – Project Planner
- ▲ **City of Costa Mesa, Safe Routes to School Action Plan, Costa Mesa, CA** – Project Planner
- ▲ **Peninsula Corridor Joint Powers Board, Caltrain Grade Separation Study and Corridor Crossings Strategy, San Carlos, CA** – Project Planner
- ▲ **Caltrans District 4, Vision 980: Phase 2 Feasibility Study, West Oakland, CA** – Equity Task Lead*
- ▲ **National Park Service (NPS) and Federal Highway Administration (FHWA), Equity Blueprint for Access Communities, US, National** – Deputy Project Manager*

**Prior to joining Kimley-Horn*



Jack Park, CM

Stakeholder and Public Outreach

Professional Credentials

- ◆ Bachelor of Science, Aviation, California State University, San Jose
- ◆ American Association of Airport Executives (AAAE), CMAAAE License (#295948)

Jack has served as the primary production analyst responsible for delivering key projects for over 15 airports and in partnership with three state agencies, two metropolitan transportation planning organizations, and a regional transit agency in the Bay Area. Jack has also coordinated with in-house engineers to generate cost estimates and submit grant applications for both federal and state matching funds. Jack's strongest trait is his proactive approach and ability to see projects through to completion. ***Jack is fluent in Korean and will provide translation services.***

RELEVANT EXPERIENCE

- ▲ **City of Buena Park, Safe Routes to School Plan, Buena Park, CA** – Project Analyst
- ▲ **Caltrain, Capital Planning Support Services, CA** – Project Analyst
- ▲ **Caltrain, Grade Separation Support and Corridor Crossings Strategy, Bay Area, CA** – Project Analyst
- ▲ **City of Milpitas, Citywide Traffic and Safety Study, Milpitas, CA** – Project Analyst
- ▲ **City of Hayward, ACIP Development, Grants Administration, and Environmental Clearance, Hayward, CA** – Project Analyst



Pam Turner, GISP

GIS

Pam has 24 years of experience in various aspects of GIS management and analysis. This experience includes using GIS for disaster management applications, including the generation of methodology for hazard mitigation assessments and risk and vulnerability analysis. She also has used her skills to solve geospatial problems in the fields of pandemic health, water resources, environmental applications, and most recently she has worked with the U.S. Navy to maintain and update shore installation infrastructure and asset data. Her background includes implementing data sharing agreements, data model design, implementation of web-based GIS systems, automation of geoprocessing, and conducting user-level GIS training using ESRI software.

Professional Credentials

- ◆ Master of Science, Geographic Information Systems, Pennsylvania State University
- ◆ Bachelor of Science, Environmental Science, Dickinson College
- ◆ Geographic Information Systems Professional #00064094

RELEVANT EXPERIENCE

- ▲ **City of Buena Park, Safe Routes to School Plan, Buena Park, CA** – GIS Specialist
- ▲ **City of Bakersfield, Monitor Street SRTS Improvements, Bakersfield, CA** – GIS Specialist
- ▲ **Caltrans, Vulnerable Road User Safety Assessment Development, Sacramento, CA** – GIS Specialist
- ▲ **Metropolitan Transportation Commission, Marin County Mobility Hub Plan, Marin County, CA** – GIS Specialist
- ▲ **California Public Utilities Commission, Phase 3 Railroad Crossing Inventory, San Jose, CA** – GIS Specialist
- ▲ **Confidential Solar Energy Client, GIS Services, Irvine, CA** – GIS Specialist/Project Manager



Kevin Chang, EIT

Implementation Strategy, Estimates, and Identification of Grant Pursuits

Kevin has various civil engineering and transportation and traffic engineering experience. He has prepared signing and striping plans, traffic control plans, and traffic signal plans for projects ranging from a small, single-intersection development to a larger corridor with multiple intersections. He also has developed Traffic Impact Analysis reports and Capacity Analysis reports and provided conceptual geometric plans for public agencies throughout Southern California. Kevin is familiar with the Manual on Uniform Traffic Control Devices (MUTCD) and Caltrans standards and has experience working with various city and county standards.

Professional Credentials

- ◆ Bachelor of Science, Civil Engineering, University of California, Irvine
- ◆ Engineer-in-Training in California #166527

RELEVANT EXPERIENCE

- ▲ **City of Los Angeles Department of Recreation and Parks, Griffith Park Safety and Mobility Active Transportation Project, Los Angeles, CA** – Project Analyst
- ▲ **City of Los Angeles, Broadway-Manchester Active Transportation Equity Project, Los Angeles, CA** – Project Analyst
- ▲ **City of Simi Valley, Madera Road Street Improvement Project, Simi Valley, CA** – Project Analyst
- ▲ **City of Norwalk, Studebaker Road TSSP and Interconnect Project, Norwalk, CA** – Project Analyst
- ▲ **City of Norwalk, Norwalk Boulevard Final Design Services for Traffic Signal Improvements, Norwalk, CA** – Project Analyst
- ▲ **City of Lancaster, Safe Routes to School Master Plan, Lancaster, CA** – Project Analyst



Adam Maleitzke, AICP

Summary Report

Adam is a planner and urban designer with more than 17 years of experience leading large-scale transportation, transit-oriented communities (TOC), and land use projects for clients throughout Southern California and beyond, and has worked in the private, public, and non-profit sectors. He is skilled at managing the preparation of master plans, station area plans, active transportation plans, streetscape plans, and feasibility studies, managing large multi-disciplinary teams. Recent projects include station design and planning services for the California High Speed Rail Authority and LA County Metro, station area planning and Specific Plan preparation for emerging TOCs along emerging LRT and commuter rail station areas. Adam excels in leading projects that seamlessly integrate land use and transportation and brings a critical skill set for designing walkable, livable communities that promote equity, mobility, and lead to a climate-resilient future.

Professional Credentials

- ◆ Master of Landscape Architecture, University of Minnesota, St. Paul
- ◆ Master of Urban and Regional Planning, University of Minnesota, St. Paul
- ◆ Bachelor of Arts, Architecture, University of Minnesota, St. Paul
- ◆ American Institute of Certified Planners #027697
- ◆ Urban Land Institute, Member
- ◆ American Planning Association, Member

RELEVANT EXPERIENCE

- ▲ **City of Palm Desert, Rail Station Feasibility Study, Palm Desert, CA** – Project Manager
- ▲ **City of Bakersfield, Active Transportation Plan, Bakersfield, CA** – Project Planner
- ▲ **City of Los Angeles, River Valleys Bikeways and Greenways, Los Angeles, CA** – Project Manager*
- ▲ **City of Ontario, Multimodal Transportation Center Needs Assessment and Siting Criteria, Ontario, CA** – Project Manager*
- ▲ **Omnitrans, West Valley Connector, San Bernardino, CA** – Project Manager*
- ▲ **RCTC, Transit-Oriented Communities Strategic Plan, Riverside County, CA** – Project Manager*
- ▲ **City of Long Beach, Downtown and TOD Pedestrian Master Plan, Long Beach, CA** – Project Manager*

*Projects prior to Kimley-Horn



Ruben Becerra, PE

Recommendations and Alternatives

Ruben has experience in traffic engineering design, transportation planning and streetlighting for both private and public sectors. He has been on the frontlines of some of Southern California's largest and most notable projects where he was responsible for the ultimate and temporary design of traffic signals, signing and striping and street lighting. He has prepared hundreds of temporary and permanent plans for agencies such as LADOT, LABSL, LACDPW, COBH, COI, POLB, COM, Caltrans and more for design review and plan approval process.

Professional Credentials

- ◆ Bachelor of Science, Civil Engineering, California State University, Northridge
- ◆ Professional Engineer in California #97712

RELEVANT EXPERIENCE

- ▲ **City of Los Angeles, Mission Mile Sepulveda Project PA&ED, Los Angeles, CA** – Project Analyst
- ▲ **City of Los Angeles, Broadway-Manchester Active Transportation Equity Project, Los Angeles, CA** – Project Analyst
- ▲ **City of Los Angeles, LAX ConRAC Construction Phase Services, Los Angeles, CA** – Project Analyst
- ▲ **City of Bakersfield, Niles and Monterey Complete Streets, Bakersfield, CA** – Project Analyst
- ▲ **City of Bakersfield, Monitor Street School Corridor Active Transportation Improvements, Bakersfield, CA** – Project Analyst



Edward Polunin

Multimodal Data Collection

Ed has over 28 years of experience in traffic data collection and project management. Ed is responsible for operations and project management for different types of counts including intersection turning movement counts. Ed has directly managed and supervised projects with a combined total of over 20,000 traffic count locations. He served as a project manager for AimTD for 13 years. Ed is a certified radar operator, a certified drone operator, and a member of the Orange County Traffic Engineering Council (OCTEC).

AimTD LLC



Aim Traffic Data

Professional Credentials

- ◆ Bachelor of Science, Business Administration, DePaul University
- ◆ Certified Radar Operator
- ◆ Certified Drone Operator

RELEVANT EXPERIENCE

- ▲ **OCTA, 2024 Countywide Signal Synchronization Baseline (CSSB) Turning Movement Counts (1,400 Intersection Counts), Orange, CA** – Data Collection Lead
- ▲ **OCTA, 2019 and 2023 Congestion Management Program (CMP) Traffic Data Collection, Orange, CA** – Project Manager
- ▲ **LADOT, On-Call Traffic Data Collection (2019 - Ongoing), Los Angeles, CA** – Project Manager
- ▲ **City of Pasadena, On-Call Traffic Data Collection (2018 - Ongoing), Pasadena, CA** – Project Manager



Javier Correa

Multimodal Data Collection

Javier has nearly five years of experience in traffic data collection. Javier is responsible for collecting intersection turning movement counts, average daily traffic counts, speed survey and parking surveys. He has served as a technician for AimTD for 4 years.

AimTD LLC



Aim Traffic Data

Professional Credentials

- ◆ High School Diploma, Roosevelt High School, Los Angeles, CA
- ◆ Certified Radar Operator

RELEVANT EXPERIENCE

- ▲ **OCTA, 2024 Countywide Signal Synchronization Baseline (CSSB) Turning Movement Counts (1,400 Intersection Counts), Orange, CA** – Data Collection Technician
- ▲ **OCTA, 2019 and 2023 Congestion Management Program (CMP) Traffic Data Collection, Orange, CA** – Data Collection Technician
- ▲ **LADOT, On-Call Traffic Data Collection (2019 - Ongoing), Los Angeles, CA** – Data Collection Technician
- ▲ **City of Pasadena, On-Call Traffic Data Collection (2018 - Ongoing), Pasadena, CA** – Data Collection Technician



Lissette Montoya

Implementation Strategy, Estimates, and Identification of Grant Pursuits

AVANT
GARDE

Professional Credentials

- ◆ Master of Business Administration, California State Polytechnic University Pomona
- ◆ Bachelor of Science, Business Management, California State Polytechnic University Pomona

Lissette has more than 20 years of experience in project management, analysis, funding management, grant administration, and community outreach programs. Her expertise includes identifying federal and state fund allocation balances, programming funds, and administering long-and-short range programs consistent with the economic capabilities of the City. Lissette has helped numerous agencies in performing a variety of analyses and studies to identify State and Federal funding options. Additionally, she has experience in grant writing, project monitoring, labor compliance, and funding administration services. Her team has successfully monitored federal and state funding for municipal agencies throughout Southern California and has secured over \$560.5 million in funding for government agencies.

RELEVANT EXPERIENCE

- ▲ **OCTA, On-Call Support Services for State and Federal-Aid Project Programming, Orange County, CA** – Funding Project Director
- ▲ **California State University Fullerton (CSUF), Funding Administration for Nutwood Pedestrian/Gateway Bridge** – Funding Project Director
- ▲ **City of Bell Gardens, Citywide Safety Improvement ATP, Bell Gardens, CA** – Grant/Funding Project Director
- ▲ **City of El Monte, Santa Anita Active Transportation CIP, El Monte, CA** – Grant/Funding Project Director
- ▲ **City of Monterey Park, ATP Cycle 4, Monterey Park, CA** – Grant/Funding Project Director



Keith LeNoue

Implementation Strategy, Estimates, and Identification of Grant Pursuits

AVANT
GARDE

Professional Credentials

- ◆ Master of Business Administration, Azusa Pacific University
- ◆ Bachelor of Arts, Business Management, Azusa Pacific University

Keith has over six years of experience in administrative and municipal program services and contract administration. Keith's main responsibilities include fund administration, grant research and writing, community outreach support, and program management services. He assists clients by identifying federal and state fund allocation balances, assisting in determining eligible projects, and providing advisement of program requirements. His responsibilities have included interfacing with federal, state and local agencies to define, develop, and manage project scopes, schedules, cooperative agreements and overall project management to ensure projects are delivered on time and on schedule.

RELEVANT EXPERIENCE

- ▲ **OCTA, On-Call Support Services for State and Federal-Aid Project Programming, Orange County, CA** – Funding Program Manager
- ▲ **California State University Fullerton (CSUF), Funding Administration for Nutwood Pedestrian/Gateway Bridge** – Funding Program Manager
- ▲ **City of Bell Gardens, Citywide Safety Improvement ATP, Bell Gardens, CA** – Grant/Funding Program Manager
- ▲ **City of El Monte, Santa Anita Active Transportation CIP, El Monte, CA** – Grant/Funding Program Manager
- ▲ **City of Monterey Park, ATP Cycle 4, City of Monterey Park, CA** – Grant/Funding Program Manager
- ▲ **City of Norwalk, Studebaker, Rosecrans, and Cecilia HSIP Cycles 6-8, Norwalk, CA** – Grant/Funding Program Manager
City of South Rosemead, Delta Avenue from Mission to Well ATP, Rosemead, CA – Grant and Funding Support



Katherine Padilla Otañez

Stakeholder and Public Outreach



Professional Credentials

- ◆ Master of Business Administration, California State University, Los Angeles.
- ◆ Bachelor of Science, Business Administration, California State University, Los Angeles

As founder and president of KPA for 30 years, Katherine is a communications strategist and specialist with expertise in organizational development/systems thinking, marketing research and integrated communications strategy, facilitation and mediation, and community and government relations. Other areas of expertise include global logistics, planning, architecture, and engineering. Katherine's other areas of education and expertise include NEPA Policies, Procedures and Practices, UCLA Extension; CEQA Overview and Policies, Association of Environmental Professionals; and Environmental Justice in Land Use Planning, 2-day American Planning Association Workshop.

RELEVANT EXPERIENCE

- ▲ **City of Costa, Mesa Pedestrian Master Plan, Costa Mesa, CA** – Project Manager/ Managing Principal
- ▲ **City of Santa Ana, Safe Routes to School, Santa Ana, CA** – Project Manager/ Managing Principal
- ▲ **City of El Centro, Imperial Avenue Complete Streets Plan, El Centro, CA** – Managing Principal
- ▲ **LA Metro, Sepulveda Transit Corridor Project, Los Angeles County, CA** – Managing Principal
- ▲ **Imperial County Transportation Commission, Regional Long-Range Transportation Plan Update, Imperial County, CA** – Project Manager/Managing Principal
- ▲ **City of Los Angeles, Seventh Street Streetscape Improvement Project, City of Los Angeles, CA** – Outreach Lead Project Manager/Managing Principal



Jessica Padilla Bowen, APR

Stakeholder and Public Outreach



Professional Credentials

- ◆ Master of Public Administration, San Diego State University, San Diego.
- ◆ Bachelor of Arts, Theater/ Economics, Occidental College, Los Angeles.
- ◆ Certified International Association of Public Participation (IAP2)
- ◆ Accredited in Public Relations (APR), Public Relations Society of America (PRSA)
- ◆ Certified Professional Coach, International Coaching Federation

In addition to her five years of experience at KPA, Jessica brings more than 20 years of experience in government and non-profit communications. She specializes in project management, event coordination, and meeting facilitation. Prior to joining KPA, Jessica spent 15 years with the City of Carlsbad, where she supported multiple departments, including Community & Economic Development and Public Works, and served as a Public Information Officer in the City's Emergency Operations Center.

RELEVANT EXPERIENCE

- ▲ **City of Costa Mesa, Pedestrian Master Plan, Costa Mesa, CA** – Outreach Associate
- ▲ **City of El Centro, Imperial Avenue Complete Streets Plan, El Centro, CA** – Outreach Lead Project Manager
- ▲ **City of Glendale, Vision Zero Action Plan, Glendale, CA** – Outreach Lead Project Manager
- ▲ **LA Metro, Sepulveda Transit Corridor Project, Los Angeles County, CA** – Outreach Associate
- ▲ **City of Los Angeles, Seventh Street Streetscape Improvement Project, Los Angeles, CA** – Outreach Associate
- ▲ **LADOT, Safe Routes for Seniors, Los Angeles, CA** – Outreach Associate
- ▲ **Ventura County Transportation Commission Comprehensive Transportation Plan, Ventura County** – Outreach Lead Project Manager

F. REFERENCES

Kimley-Horn values the long-lasting, trusted relationships we have developed with our clients, and much of our success over the last 58 years is directly related to our efforts to provide consistent, high quality, and timely services. ***As trusted advisors, our firm works diligently on behalf of our clients, as demonstrated by the projects provided on the following pages.*** We encourage you to contact our clients directly regarding our team's work history and quality of service.

City of Buena Park

Safe Routes to School (SRTS) Plan. Kimley-Horn is supporting the City in developing your SRTS Plan, which aims to enhance safety while providing more comfortable multi-modal options for students, families, and residents near 16 schools within five Buena Park school districts. The Plan will result in a broad series of improvements and programs to reduce bike and pedestrian accidents and increase walking and biking mode share between nearby neighborhoods and schools. Kimley-Horn's services include extensive stakeholder and community outreach, including multilingual support (Spanish, Korean, and sign language) to encourage full participation by a significant portion of the student and parent population.

Client Reference: Norman Wray, Senior Engineering Technician | 714.562.3699 | nwray@buenapark.com

Complete Streets Master Plan. Kimley-Horn designed the City's Complete Streets Master Plan (adopted in 2017), which focused primarily on the incorporation of complete streets concepts and design where feasible and appropriate throughout the City. The City looked to base their Master Plan on the Orange County Complete Streets Initiative (OCCSI) and relevant City policy documents, plans, and standards, with the intention of promoting a mobile and healthy lifestyle, encouraging multimodal mobility habits, and allowing residents and visitors of the City to walk or bicycle to their destinations more safely and efficiently.



City of Los Angeles

Broadway and Manchester Avenue Active Transportation Corridor Planning and Implementation. To improve safety and quality of life for all corridor users, Kimley-Horn is helping the City increase connectivity and use of active modes of transportation, enhance community spaces, reduce the heat island effect, and improve air quality and stormwater capture/reuse along Manchester Avenue and South Broadway. Kimley-Horn is accomplishing this by:

- Constructing Class IV cycles tracks, curb extensions, HAWK signals, bus islands, street amenities, tree planting, cisterns, and drywells
- Coordinating between multiple agencies (multiple City departments, Los Angeles County, LA Metro, and Caltrans), and grant funding sources

The project also contains funding from four grant programs and a total of nine local, state, and federal funding sources, requiring strict management and adherence to grant funding requirements.

Client Reference: Gina Liang, Project Manager/Landscape Architect | 213.442.4267 | gina.liang@lacity.org

“Kimley-Horn’s experience on Broadway-Manchester will greatly benefit the City on future ATP projects.”

- Gina Liang, StreetsLA Project Manager



Mission Mile Corridor Comprehensive Planning Study. In partnership with StreetsLA, Kimley-Horn successfully completed the PA&ED phase of the Mission Mile Sepulveda Project, which seeks to improve safety and reduce collisions, provide more equitable transportation options, and create a more active and connected community through implementation of pedestrian paths, bike lanes, and pedestrian crossing improvements. Kimley-Horn's services included:

- Completion of NEPA and CEQA environmental documents with supporting studies
- Development of a multi-disciplinary preliminary engineering design with supporting technical studies
- Implementation of a comprehensive stakeholder and community engagement plan
- Coordination with various stakeholders, including LADOT, Bureau of Street Lighting, LA Department of Water and Power, the LA Fire Department, Caltrans, and Council District 7



Kimley-Horn was also selected to continue our partnership with StreetsLA to deliver the PS&E phase of this project!

Client Reference: Prashant Konareddy, Advanced Planning Program Manager | 213.887.1097 | prashant.konareddy@lacity.org

Griffith Park Safety and Active Transportation Improvements Plan. Kimley-Horn assisted the Los Angeles Department of Recreation and Parks (RAP) in conducting an engineering assessment of Crystal Springs Drive and Griffith Park Drive in Griffith Park, the largest municipal park in the City of Los Angeles. This included an evaluation of existing conditions and preparation of recommendations to calm traffic, reduce cut-through traffic, and improve safety. Kimley-Horn prepared conceptual plans for short-, mid-, and long-term improvements, including Class II and Class IV bicycle facilities, crosswalk improvements, reduction in curb radii at intersections, and speed humps. **Kimley-Horn presented the recommendations to several groups of stakeholders and participated in community engagement workshops.** Kimley-Horn also provided construction support for all aspects of the project, including the conversion of Griffith Park Drive to an active transportation roadway.



Client Reference: Stefanie Smith, Superintendent of RAP Operations | 323.661.9465 | stefanie.smith@lacity.org

City of Santa Ana

South Main Street Comprehensive Corridor Planning and Implementation. Kimley-Horn helped transform the existing South Main Street into a revitalized corridor by creating solutions for street beautification, traffic safety, walkability, bike circulation, environmental sustainability, security, and neighborhood amenities. The project's goals included:



- re-branding the South Main Street Business District with a consistent theme to promote future developments
- improving street walkable paths with pedestrian safety, curb ramps, crosswalks, and other ADA features
- encouraging the use of alternative transportation such as walking, biking, and public transit
- improving accessibility to local businesses by providing on-street parking

Santa Ana Boulevard and 5th Street Protected Bike Lane.

Kimley-Horn provided engineering design services for two miles of one-way Class IV median protected bike lane facilities and 0.4 miles of two-way Class IV median protected bike facilities, connecting cyclists from the Santa Ana Regional Transportation Center to the City of Santa Ana's Downtown and Civic Center areas. This project was **one of the first protected bike lane projects of this magnitude in Orange County**, and it is an important element of the City of Santa Ana's efforts to promote complete streets with multiple transportation options. The project consisted of bike signals, pedestrian walkway improvements, traffic calming features, ADA improvements, signing/stripping, and extensive coordination with stakeholders, including OCTA.



Client Reference: Sean Thomas, Principal Civil Engineer and Construction Services Manager | 714.647.5655 | sthomas5@santa-ana.org

City of Bakersfield**Monitor Street School Corridor Active Transportation Improvements.**

To create a safer corridor for all users along a 3-mile stretch of Monitor Street from South High School to Golden Valley High School, Kimley-Horn is implementing improvements such as traffic calming, enhanced pedestrian crossings, improved signage and lighting, more resilient pavement markings, ADA modifications, median modifications, and sidewalk improvements. Following the preliminary study, Kimley-Horn will work with the City of Bakersfield to **engage local stakeholders and community members to gather input and feedback on the conceptual designs**. Once outreach and preliminary engineering is complete, our team will identify available grant funding opportunities and compile the information in a report to the City.

*Our experience educating community members on the trade-offs between travel lanes, parking, and safety will help inform our approach to outreach efforts on the Orangethorpe Avenue Complete Streets Planning Study, with the intent of ensuring **INCREASED SUPPORT** for proposed improvements*

Niles and Monterey Complete Streets. Along a 1.2-mile stretch of both Niles Street and Monterey Street in the neighborhood of East Bakersfield, Kimley-Horn is **transforming the area into complete streets corridors while reducing travel lane widths and implementing curb extensions** to provide a traffic calming effect and enhance pedestrian awareness and safety. To do so, we are implementing improvements such as traffic calming, enhanced pedestrian crossings, improved signage and lighting, more resilient pavement markings, ADA modifications, median modifications, and sidewalk improvements.

Client Reference: Paul Archer, Civil Engineer IV | 661.326.3350 | parcher@bakersfieldcity.us

G. SUBCONSULTANTS

In an effort to provide the City with the depth of resources necessary to seamlessly deliver services for this project, Kimley-Horn has teamed with three skilled subconsultants to supplement our in-house team. Not only are these firms talented from a technical standpoint, but they are also familiar with the local environment and have strong working relationships with members of the Kimley-Horn team, as they have supported us on other projects.

All three of the following subconsultant firms are registered Disadvantaged Business Enterprises (DBEs). Their DBE registration information has been provided in **Section I. DBE Commitment**.

Aim Traffic Data – Multimodal Data Collection

AimTD LLC



Aim Traffic Data

Aim Traffic Data (AimTD) has over thirteen years of experience providing accurate traffic data collection with a focus on customer service. AimTD conducts over 10,000 traffic counts annually throughout California, Arizona, and Hawaii and has traffic data collection contracts with many municipalities and private engineering firms. AimTD's services include intersection turning movement counts, travel time surveys, bicycle and pedestrian counts, traffic gap studies, transit surveys, and more.

Avant-Garde – Implementation Strategy, Estimates, and Identification of Grant Pursuits



Avant-Garde brings over 20 years of experience delivering innovative solutions in grant writing, program and funding management, compliance, construction coordination, and community outreach for numerous Southern California public agencies. Their expertise includes securing and administering grants for diverse projects, navigating federal and state requirements, and delivering comprehensive support from project inception to completion. Avant-Garde is currently providing professional services for the City of Buena Park for PS&E phase of the Dale/Whitaker Complete Streets Project.

Katherine Padilla & Associates, Inc. – Stakeholder and Public Outreach



Katherine Padilla & Associates (KPA) is a full-service communication firm providing strategic community outreach and public information campaigns, community meetings and workshops online and in-person, community-based research including focus groups and interviews, branding and graphic design, social media management, photography and videography, translation services, and much more. KPA's diverse team includes members fluent in Spanish. KPA brings a mix of technical expertise, marketing savvy, and exceptional interpersonal skills that uniquely equips them to foster meaningful communication with clients, collaborate effectively with technical teams, and engage with the community.

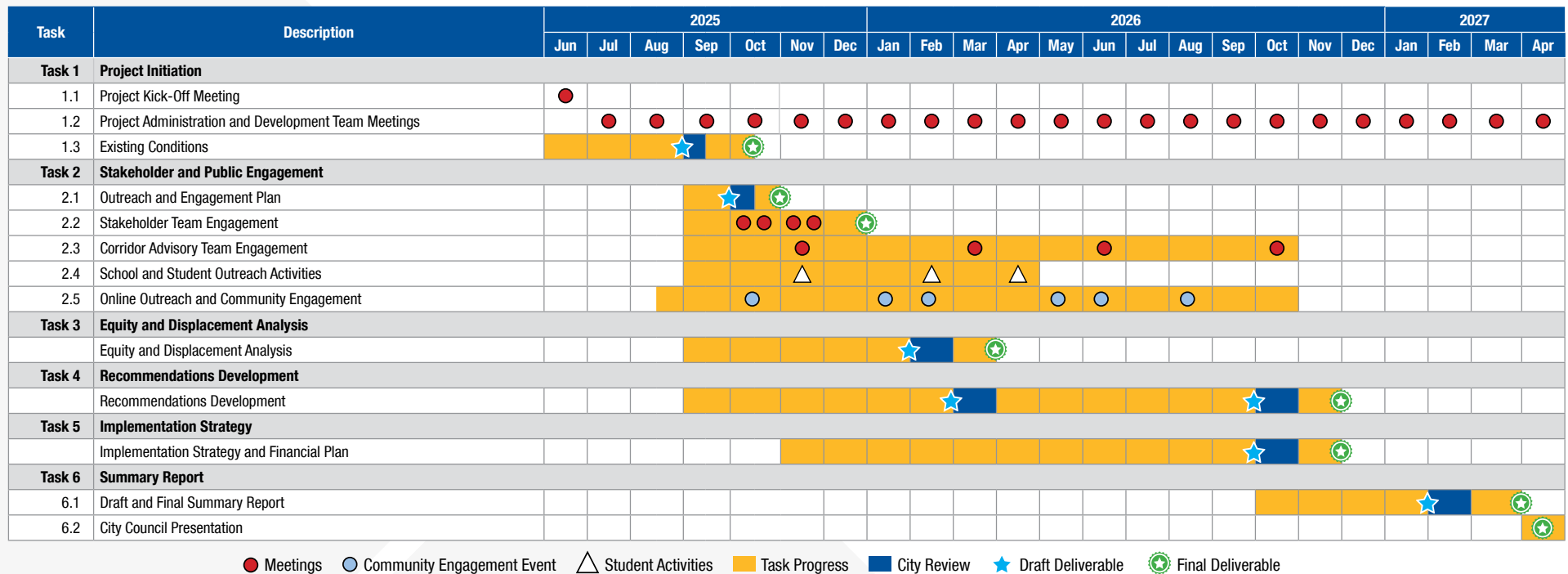


*With three DBE subconsultant partners on our team, Kimley-Horn is committed to **EXCEEDING** the City's 22% DBE goal for this project.*



H. PROJECT SCHEDULE

Our proposed schedule—which details key tasks, including milestone timeframes for primary deliverables—is provided below. This schedule assumes a Notice to Proceed of June 2025 and is anticipated to be completed in by April 2027. Our intent is to review this draft schedule with the City at the start of the project so that all parties are on board with the timeline.



I. DBE COMMITMENT


Per the City's RFP, we have completed the required forms Exhibit 10-01 and Exhibit 10-02 with the appropriate DBE-specific information. ***With three DBE subconsultants on our team, we are committed to exceeding the City's 22% DBE goal.***

Exhibit 10-01 is provided starting on the following page.

PLEASE NOTE: Because Exhibit 10-02 contains cost information—which is required by the City to be submitted in a separate sealed envelope/separate PDF file via PlanetBids—we have submitted our completed Exhibit 10-02 form as part of our cost proposal submittal rather than within this section of our technical proposal.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Buena Park 2. Contract DBE Goal: 22%
3. Project Description: Orangethorpe Avenue Complete Streets Planning Study Federal Project No. STPLNI-5310(046)
4. Project Location: Buena Park, California
5. Consultant's Name: Kimley-Horn and Associates, Inc. 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Grant Pursuit Support	36060	Advanced Avant-Garde Corporation 3670 W Temple Ave Ste. 278 Pomona CA 91768 Ms. Ana Marie Lenoue / 909-979-6586	2.85%
Mutli-modal Data Collection	50339	AIMTD LLC 155 N. Riverview Dr. #100 Anaheim, CA 92808 Olga Polunin / 714-253-7888	1.44%
Stakeholder and Public Outreach	31053	Katherine Padilla & Associates (KPA), Inc 787 Merrett Drive Pasadena, CA 91104-3324 Katherine Padilla Otanez / 323-258-5384	24.39%
Local Agency to Complete this Section			
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
21. Local Agency Representative's Signature _____ 22. Date _____ 23. Local Agency Representative's Name _____ 24. Phone _____ 25. Local Agency Representative's Title _____			
11. TOTAL CLAIMED DBE PARTICIPATION			28.69%%
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.			
 12. Preparer's Signature _____ May 8, 2025 13. Date _____			
Srikanth Chakravarthy, PE, TE 14. Preparer's Name _____ 213.261.4037 15. Phone _____			
Senior Vice President 16. Preparer's Title _____			

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Certified Profile**CLOSE WINDOW** [Print](#)**Business & Contact Information**

BUSINESS NAME	ADVANCED AVANT-GARDE CORPORATION
OWNER	Ms. Ana Marie Lenoue
ADDRESS	3670 W TEMPLE AVE, STE. 278 POMONA, CA 91768 [map]
PHONE	909-979-6586
FAX	909-979-6580
EMAIL	alenoue@avant-garde-inc.com
WEBSITE	http://www.agi.com.co
ETHNICITY	Hispanic American
GENDER	Female
COUNTY	Los Angeles (CA)

Certification Information

CERTIFYING AGENCY	City of Los Angeles
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	

Commodity Codes

Code	Description
CA WCC I7336	COMMERICAL ART AND GRAPHIC DESIGN
CA WCC I8740	MANAGEMENT & PUBLIC RELATIONS
NAICS 541430	Graphic design services
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541613	Marketing consulting services

Additional Information

WORK DISTRICTS/REGIONS	Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, Ventura
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	36060

Certified Profile

CLOSE WINDOW 

[Print](#)

Business & Contact Information

BUSINESS NAME	AIMTD LLC
OWNER	Ms. Olga Polunin
ADDRESS	155 N. Riverview Dr. #100 Anaheim, CA 92808 [map]
PHONE	714-253-7888
EMAIL	olga@aimtd.com
WEBSITE	http://www.aimtd.com
ETHNICITY	Caucasian
GENDER	Female
COUNTY	Orange (CA)

Certification Information

CERTIFYING AGENCY	California Department of Transportation
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	PASSENGER TRANSPORTATION ARRANGEMENT; All Other Support Activities for Transportation

Commodity Codes

Code	Description
CA WCC E4720	PASSENGER TRANSPORTATION ARRANGEMENT
NAICS 488999	All Other Support Activities for Transportation

Additional Information

WORK DISTRICTS/REGIONS	All work districts/regions
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	50339

This profile was generated on 5/7/2025

Certified ProfileCLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	Katherine Padilla & Associates, (KPA), Inc, DBA Katherine Padilla & Associates (KPA), Inc
OWNER	Ms. Katherine Padilla Otanez
ADDRESS	787 Merrett Drive California Pasadena, CA 91104-3324 [map]
PHONE	323-258-5384
EMAIL	kpadilla@katherinepadilla.com
WEBSITE	http://www.katherinepadilla.com
ETHNICITY	Hispanic American
GENDER	Female
COUNTY	Los Angeles (CA)

Certification Information

CERTIFYING AGENCY	Los Angeles County Metropolitan Transportation Authority
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Community Outreach and Marketing

Commodity Codes

Code	Description
NAICS 541430	Graphic design services
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541613	Marketing consulting services
NAICS 541820	Public relations agencies
NAICS 541910	Marketing Research and Public Opinion Polling

Additional Information

WORK DISTRICTS/REGIONS

**Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo,
Santa Barbara, Ventura**CUCP PUBLIC DIRECTORY
CERTIFICATION NUMBER**31053**

This profile was generated on 5/7/2025

J. FEE SCHEDULE (SEPARATE)

Per the City's RFP, we have provided our fee schedule in a separate sealed envelope and as a separate PDF on PlanetBids.

APPENDIX - ADDENDUM ACKNOWLEDGEMENT

Issued: Monday, April 28, 2025

CITY OF BUENA PARK

Department of Public Works

Addendum No. 1 ORANGETHORPE AVENUE COMPLETE STREETS PLANNING STUDY

Note the following notes/changes:

- Request for Proposals (RFP) and Draft Professional Services Agreement (PSA) is amended and reinstated in regards to federal funding requirements and price negotiations.
- Revised Online Questions & Answers due date:
 - From April 28, 2025 at 3:00PM to May 1, 2025 at 3:00PM

By:



Mina Mikhael, P.E.

Director of Public Works/City Engineer

I (We) the undersigned hereby acknowledge that I (We) have received Addendum No. 1 as issued on Monday, April 28, 2025, and that all changes, additions, deletions, clarifications and corrections specified herein have been incorporated into my bid.

**THIS ACKNOWLEDGMENT MUST BE SIGNED BY THE CONSULTANT AND
RETURNED WITH THE PROPOSAL.**

May 8, 2025

Date:



Srikanth Chakravarthy, PE, TE, Sr. Vice President
Kimley-Horn and Associates, Inc.

Consultant/Title



Contact

SOWMYA CHANDRASEKHAR, PE, TE, PTOE

sowmya.chandrasekhar@kimley-horn.com 

213.354.9400 

1100 W Town & Country Road 
Suite 700
Orange, CA 92868

Kimley»Horn

www.kimley-horn.com

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EXHIBIT A-2

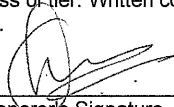
[Consultant's Fee Schedule behind this page]

Kimley-Horn and Associates, Inc.

Billing Rate

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Buena Park 2. Contract DBE Goal: 22%
 3. Project Description: Orangethorpe Avenue Complete Streets Planning Study Federal Project No. STPLNI-5310(046)
 4. Project Location: Buena Park, California
 5. Consultant's Name: Kimley-Horn and Associates, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: TBD
 8. Total Dollar Amount for **ALL** Subconsultants: \$100,377.61 9. Total Number of **ALL** Subconsultants: 3

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Grant Pursuit Support	36060	Advanced Avant-Garde Corporation 3670 W Temple Ave Ste. 278 Pomona CA 91768 Ms. Ana Marie Lenoue / 909-979-6586	\$9,975.50
Mutli-modal Data Collection	50339	AIMTD LLC 155 N. Riverview Dr. #100 Anaheim, CA 92808 Olga Polunin / 714-253-7888	\$5,045.70
Stakeholder and Public Outreach	31053	Katherine Padilla & Associates (KPA), Inc 787 Merrett Drive Pasadena, CA 91104-3324 Katherine Padilla Otanez / 323-258-5384	\$85,356.41
Local Agency to Complete this Section			\$100,377.61
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			28.69%
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____			14. TOTAL CLAIMED DBE PARTICIPATION IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ 16. Date <u>May 8, 2025</u> Srikanth Chakravarthy, PE, TE _____ 17. Preparer's Name _____ Senior Vice President _____ 18. Phone <u>213.261.4037</u> 19. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT B

PUBLIC WORKS - CALIFORNIA PREVAILING WAGE RATES AND LABOR CODE REQUIREMENTS

(Labor Code §§ 1720 *et seq.*, 1813, 1860, 1861, 3700)

No CONSULTANT or Subconsultant may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.

"Public works" include, but is not limited to the following: BOUNDARY SURVEY WORK, TOPOGRAPHICAL SURVEY WORK, RELOCATION WORK, CONSTRUCTION INSPECTION, TESTING AND OVERSIGHT SERVICES, SITE ASSEMBLY WORK, PRECONSTRUCTION TESTING AND INSPECTION SERVICES, INSTALLATION AND REMOVAL OF TEMPORARY FENCING AT PROJECT SITES, OR GEOTECHNICAL WORK (INCLUDING SOIL AND COMPACTION TESTING, FIELD TECHNICIAN OBSERVATION OF ALL TRENCHING AND BACKFILL OPERATIONS, AND FIELD TECHNICIAN INSTALLATION OF MONITORING DEVICES).

As to any portion of the Services that are "public works," CONSULTANT shall comply in all respects with all applicable provisions of the California Labor Code, including the following:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and CITY and CONSULTANT agree to be bound by all the provisions thereof as though set forth fully in this Agreement.
2. CONSULTANT shall be registered with the Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1725.5 and has provided proof of registration to CITY prior to the Effective Date of this Agreement.
3. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
4. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
5. Payroll Records
 - A. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: a. The information contained in the payroll record is true and correct. b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

- B. The payroll records enumerated under paragraph (A) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
2. A certified copy of all payroll records enumerated in paragraph (A) above, shall be made available for inspection or furnished upon request to a representative of CITY the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the City Representative by both email and regular mail on the business day following receipt of the request.

- C. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (A) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
- D. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
- E. The CONSULTANT shall inform CITY of the location of the records enumerated under paragraph (A) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
- F. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
6. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Contract Administrator.
7. Penalty
- A. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the CITY a penalty of not more than two hundred dollars (\$200) for each calendar day, or

portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

- B. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
- C. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
- D. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:
 - 1. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - 2. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - 3. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
- E. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
- F. Pursuant to Labor Code §1775, CITY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
- G. If CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.

8. Hours of Labor. Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the CITY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.
9. Employment of Apprentices
 - A. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
 - B. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7
10. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONSULTANT 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 Agreement.

EXHIBIT C

DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (CITY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the CITY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the CITY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 22%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10- O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

- D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying CONSULTANT from future proposing as non-responsible

- E. Termination and Replacement of DBE Subconsultants. CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the CITY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the CITY. Unless the CITY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants. After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the CITY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The CITY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the CITY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The CITY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the CITY. The written notice to the DBE must request they provide any

response within five (5) business days to both the CONSULTANT and the CITY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the CITY and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
 - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The CITY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants. After receiving the CITY's written authorization of DBE termination request, CONSULTANT must obtain the CITY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the CITY which must include:
 - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Description of scope of work and cost proposal
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of CITY's authorization to terminate the DBE. CONSULTANT may request the CITY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified • Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached

- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the CITY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports CONSULTANT's GFE The CITY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. **Commitment and Utilization** The CITY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization. The CITY shall request CONSULTANT to:

1. Notify the CITY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st -tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the CITY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the CITY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the CITY within 90 days of contract acceptance. The CITY will withhold \$10,000 until the form is submitted. The CITY will release the withhold upon submission of the completed form.

In the CITY's reports of DBE participation to Caltrans, the CITY must display both commitments and attainments.

G. **Commercially Useful Function.** DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the CITY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading • Invoices
- Proof of payment CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation.

CONSULTANT must submit to the CITY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the CITY immediately if they believe the DBE may not be performing a CUF.

The CITY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional CITY evaluations. The CITY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The CITY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the CITY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the CITY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of CITY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters.

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the CITY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. CITY may deny payment for the noncompliant portion of the work. CITY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. CITY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the CITY's approval. The CITY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within thirty (30) calendar days.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies. For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the CITY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P. M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

EXHIBIT D

TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex; • Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age); • Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

EXHIBIT E

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than \$500 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the CITY. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than \$500 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

YES ____ NO ____

If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than \$500 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

YES ____ NO ____

If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

DATE

SIGNATURE OF AUTHORIZED OFFICIAL

NAME OF COMPANY

NAME, TITLE

CITY OF BUENA PARK

COUNTY OF ORANGE
STATE OF CALIFORNIA



REQUEST FOR PROPOSAL (RFP)

ORANGETHORPE AVENUE COMPLETE STREETS PLANNING STUDY

Federal Project No. STPLNI-5310(046)

Proposal Due Date: MAY 8, 2025 BY 3:00 PM

RFP Administrator: Jaden Miller, P.E., Associate Engineer
City of Buena Park - Public Works
6650 Beach Blvd,
Buena Park, CA 90621
T: (714) 562-3685
Email: jmiller@buenapark.com

Interested parties may obtain a copy of this RFP by emailing the RFP Administrator

ISSUED: APRIL 17, 2025
AMENDED AND REINSTATED RFP: APRIL 28, 2025

The City of Buena Park (City) is seeking an experienced engineering Consultant (Consultant) for developing the Orangethorpe Avenue Complete Streets Planning Study. Professional services shall include, but not limited to, engineering design, transportation planning, administrative tasks, and engagement activities.

Each prospective Proposer is responsible for thoroughly reviewing and comprehending all the terms and conditions outlined in this Request for Proposals (RFP), including the attached documents, and conducting independent background research on the Project.

Each proposer is solely responsible for the expenses incurred in preparing and submitting their Proposal in response to this RFP. The City explicitly disclaims any responsibility for assumptions made by Proposers based on the presence or absence of information provided by the City in any form. The City may, at its sole discretion, amend this RFP by issuing written addenda. It is the sole responsibility of each Proposer to regularly monitor the project posting for any addenda related to this RFP.

The City's issuance of this RFP or acceptance of Proposals does not imply a commitment to award or enter into an Agreement. The City reserves the right to reject any or all Proposals at its discretion and may request new Proposals if deemed necessary for the best interests of the City. Furthermore, the City reserves the right to cancel, modify, or postpone this RFP at any time, and may waive any procedural irregularities or informalities that may arise during the RFP process.

The Project will be paid for with federal grant funds received under the Surface Transportation Block Grant (STBG) administered by the California Department of Transportation (Caltrans), and must be completed in compliance with applicable grant guidelines, terms, and conditions described further in this RFP, including but not limited to Chapter 10, Consultant Selection, of the Local Assistance Procedures Manual (LAPM) and applicable federal, state, and local laws or regulations. The Disadvantaged Business Enterprise (DBE) goal for this project is 22%.

Also included is a draft Professional Services Agreement (PSA) for your information that will be used between the City and the Consultant. This RFP will be evaluated based on the Consultant's qualifications and City selection. Please note, this is a prevailing wage job and needs to be reflected in your proposal, as required.

In 2024, the City of Buena Park applied for and successfully won a STBG for the project titled “Orangethorpe Avenue Complete Streets Planning Study.”

Project Description and Objectives

The Orangethorpe Avenue Complete Street Planning Study (Project) aims to develop a comprehensive plan for serving multimodal travel needs in alignment with recent and future housing development along the 2.3-mile portion of Orangethorpe Avenue from Valley View Street to Kass Drive (See Location Map, Exhibit A). Orangethorpe Avenue is a prominent corridor within the City that provides access to a variety of land uses including residential, commercial, educational, office, and institutional uses. The Project will include robust engagement activities to gain input from community stakeholders, including disadvantaged groups, to envision an Orangethorpe Avenue that better serves multimodal travel needs. This collaboration will inform customized community solutions to address corridor challenges for access, safety, and reliability of bicycle, pedestrian, and transit modes while still addressing current automobile and goods movement demands. Identified focus areas may include, but would not be limited to the following:

- New bikeways;
- Enhanced pedestrian facilities and transit stops;
- Strengthen access to land uses including schools, major retail, and employment; and
- Supporting access to existing and new residential housing.

The Project aims to support jobs growth, new housing opportunities, redevelopment, and support disadvantaged communities near the project corridor. This effort will leverage community engagement to develop a corridor plan that better serves multimodal transportation needs and aligns with existing and future land uses in the City, including housing demands.

The Project will be paid for with federal STBG funds administered by the California Department of Transportation (Caltrans), and the must be completed in compliance with applicable laws, regulations, guidelines, terms, and conditions.

Project Stakeholders

Successful execution of this project requires a robust engagement process with community stakeholders. Stakeholders will include residents, business owners, business organizations, community-based organizations, housing organizations, adjacent local jurisdictions, Caltrans, local school representatives, elected officials, regional planning agencies, public safety, and first responders. At a minimum, the study will engage the following specific stakeholders:

- Caltrans
- Southern California Association of Governments (SCAG)
- Orange County Transportation Authority (OCTA)
- Orange County Council of Governments (OCCOG)
- City of La Palma
- City of Fullerton
- Orange County Supervisor, 4th District
- California Assembly, District 65

- California Senate, District 32
- Buena Park City Council/Traffic and Transportation Commission
- Buena Park FIT Committee
- Buena Park School District (BPSD)
- Buena Park High School
- Buena Park Middle High School
- Mabel L. Pendleton Elementary School
- James A. Whitaker Elementary School
- Corey Elementary School
- Saint Pius V Catholic School
- Orange County Health Care Agency (OC HCA)
- Buena Park Collaborative
- Korean American Center
- Korean Resource Center
- St. Joseph Health, St. Jude Medical Center
- North Orange County Chamber of Commerce
- Orange County Active Transportation Network (OC ATN)
- Orange County Bicycle Coalition

Project Cost

The maximum federal fund reimbursement for this project is \$308,000 with a City local match of \$42,000.

Minimum Qualifications

- Valid California Professional Civil Engineer License;
- Valid City of Buena Park business license (if selected);
- Satisfactory completion of a minimum of three (3) similar projects and provide references;
- Understanding of Orangethorpe Avenue surrounding land use, parking needs, traffic circulation, and operational needs;
- Ability to provide deliverables consistent with the latest City-adopted formats and software; and
- Familiarity with City of Buena Park standards, provisions, and practices.

The Consultant shall conduct all engineering design, transportation planning, administrative tasks, and engagement activities necessary to complete the project. This includes the final planning document, conceptual design plans, and all compliance efforts needed to meet Local, State, and Federal requirements.

Project Management and Coordination

a. Project Management

A kick-off meeting with the City of Buena Park staff and the Consultant will be held prior to beginning work to review and refine the work program and schedule, identify critical milestones, and determine appropriate paths of communication. Consultant shall produce a baseline schedule of work and conduct periodic meetings (phone conference and coordination meetings) with the City to discuss progress.

Deliverables

- Schedule of work - updated biweekly
- Meeting minutes for all meetings

b. Project Coordination

Consultant shall coordinate major design requests and changes with the City, agencies, and other constituents that may provide design input, suggestions or restrictions for the project. Design may be altered through additional coordination efforts.

The scope of work shall include the following:

Task No. 1 - Project Initiation

- This task will involve the Consultant kick-off meeting, a literature review, multimodal data collection, review of future land use development, and development of a purpose and need. This task will develop an existing conditions analysis of current and planned land uses and multimodal conditions, including pedestrian, bicycle, transit, goods movement, and other vehicular modes. Existing conditions will consider a number of project area factors, including, but not limited to, existing multimodal access, origins and destinations, housing needs, market conditions, parking needs, safety needs, and concerns related to unhoused individuals. The Consultant shall prepare a summary report synthesizing the findings of the task with maps, photos, and other graphic content that connect with the project's final purpose and need statement.

Deliverables

- Consultant Kick-off Meeting Summary
- Existing Conditions Report

Task No. 2 – Stakeholder and Public Engagement

- This task involves the development of a stakeholder outreach and engagement strategy and the execution of that strategy. The engagement strategy shall include at a minimum the identification of project stakeholders, the engagement timeline, methods of involvement, and an engagement summary to document activities and the results of engagement. The strategy should consider activities that will best identify community needs and desired outcomes including engagement with disadvantaged communities. The engagement strategy may include the development of a stakeholder working group, focus meetings, public workshops, tabling events, surveys, social media engagement, interviews, and a combination of in-person and virtual activities. Stakeholders would at a minimum include private developers, local and regional agencies, local students, community-based organizations, advocacy groups, housing/resident associations, and the community at large.
- Engagement with nearby study corridor schools will be further refined based on discussion with the School District and the school directly. Potential student engagement activities may include an art contest, a Go Human demonstration event, walk audits, etc. We propose to refine the engagement activity with Buena Park Middle School; however, additional potential schools could include James A. Whitaker Elementary School, and Mabel L. Pendleton Elementary School, Saint Pius V Catholic School, and Buena Park High School. A minimum of three (3) outreach meetings would be necessary.

Deliverables

- Public Engagement Plan
- Local Student Engagement Activities
- Corridor Advisory Team Meeting Summaries
- Stakeholder Interviews Memorandum
- Public Engagement Summary

Task No. 3 – Equity and Displacement Analysis

- This task will develop an equity analysis which will include maps based on various State and Federal definitions such as historically disadvantaged communities, areas of persistent poverty, and other forms of demographic analysis to determine how the Project benefits the community. This task will also include an analysis of displacement of residents and those experiencing homelessness and identify mitigations to reduce the potential impacts.

Deliverables

- State and Federal DAC Definition Maps
- Displacement Analysis and Mitigations
- Benefits Summary

Task No. 4 – Recommendations Development

- This task involves the development of transportation solutions to address needs identified through the existing conditions analysis and community engagement. The potential solutions will address access, mobility, and safety needs. This effort will result in various reports, plans,

maps, visual renderings, additional graphic content, and recommendations on how desired outcomes like complete streets, joint development, transit-oriented development (TOD), and a safe, secure, sustainable, multimodal community may be achieved, and package recommended strategies into a set of project alternatives.

Deliverables

- Recommended Solutions
- Strategies Screening
- Draft Alternatives
- Recommended Final Alternative

Task No. 5 – Implementation Strategy

- This Consultant will prepare a strategy document with the recommended transportation improvements developed collaboratively with community stakeholders. The strategy will include a comprehensive financial plan which includes conceptual cost estimates, private and public funding opportunities, and other relevant financial information. The financial plan will identify strategies that best position the project for future grant pursuits and to capitalize on public and private sources of funding, including a roadmap for the efficient implementation of project components. The project strategy provide an implementation plan to advance the project including project phasing where appropriate. Project phasing will be tied to funding sources and will identify major milestones, goals, and deliverables for each phase.

Deliverables

- Implementation Strategy

Task No. 6 – Summary Report

- In this task the Consultant will prepare the draft and final report detailing the findings of existing conditions, stakeholder and public engagement activities, the alternatives analysis, and project strategy. In collaboration with the City, the Consultant will present the final Orangethorpe Avenue Complete Streets Planning Study to the Buena Park City Council and other potential stakeholders as deemed appropriate. The Consultant shall respond and resolve any critical issues, so that the Buena Park City Council can adopt the final Orangethorpe Avenue Complete Streets Planning Study.

Deliverables

- Final Summary Report
- City Council Agenda Report
- Final Study Presentations at City Council
- Documentation of City Council acceptance/approval

PROJECT MANAGEMENT - SCHEDULE

PROJECT MANAGEMENT:

Consultant shall organize, schedule, and chair all meetings. Meeting agendas shall be prepared and distributed two days prior to the meetings. Meeting minutes shall be prepared within three days after the meeting. Assume two (2) 1-hour long face-to-face project development meetings with various City staff. In addition, communication between Consultant and City staff via email and telephone will be on going throughout project.

SCHEDULE:

Consultant shall prepare a detailed schedule showing times of completion and milestones for each task. The City desires to meet the following milestones (tentative):

- | | |
|--|--------------------------------|
| • RFP Issued | April 17, 2025 |
| • Proposal Due Date/ Submission Deadline | May 8, 2025 |
| • Tentative City Council Award Date | May 27, 2025 |
| • Project Initiation | June 2025 – September 2025 |
| • Stakeholder and Public Engagement | September 2025 – November 2026 |
| • Equity and Displacement Analysis | September 2025 – November 2026 |
| • Recommendations Development | September 2025 – February 2027 |
| • Implementation Strategy | November 2026 – February 2027 |
| • Summary Report | October 2026 – May 2027 |

REGISTRATION:

All interested Proposers shall register with the RFP Administrator through the City's portal on PlanetBids at: <https://vendors.planetbids.com/portal/39485/bo/bo-search>

PROPOSAL FORMAT:

Proposals must be:

- Typed on standard 8-1/2" x 11" paper. Minimum font size is to be 12. Drawings are not limited to the 8-1/2" x 11" size.
- Be as brief as possible and not include any unnecessary promotional material.
- The Proposals are not to exceed twenty (20) one-sided pages including all responses, reference work, and information about the firm and individuals assigned to the Project. The following items are not included as part of the 20-page total requirement: title page, table of content, cost proposal, resumes, drawings, and dividers.
- Cost proposals submitted to the LPA must be separately sealed from remaining aspects of the Proposal.

Proposals shall be submitted to the RFP Administrator. Please note that part of the evaluation criteria takes Consultant's proposal responsiveness into consideration. Proposals missing the required components listed will be evaluated accordingly.

- A. COVER LETTER: Brief summary of the proposal and brief review of the Proposer's organization, qualifications, and areas of practice. This should include the legal name of the firm, the year the firm was established, and the structure of the firm (ie: sole proprietorship, partnership, corporation, etc.)
- B. EXECUTIVE SUMMARY: Shall provide a summary and explanation of the proposal and work. This should convey your understanding of the purpose and scope of the project.
- C. SCOPE OF WORK: Detailed scope of work and methodology that comprehensively defines and describes the individual tasks. The scope of work may be used as a basis for contract negotiations. Scope of work shall be based upon, but is not limited to, the information contained in this Request for Proposal (RFP).
- D. CONSULTANT'S REPRESENTATIVE: Identification of the primary representative and an alternate to perform the services described in the scope of work. Each representative shall be identified in the proposal. This person should be able to negotiate on behalf of the Consultant. If the primary representative is unable to continue with the project, then the alternate representative shall become the primary representative upon the City's approval.
- E. PROJECT TEAM: Identification of the project team, including organizational chart and resumes of each team member. Specific responsibilities of each team member, including subconsultants, along with their anticipated total effort in the project, shall be detailed in a matrix of total hours of work for each task versus each job classification on the project.

- F. REFERENCES: Description of the project team's past record of performance on similar projects for which your firm has provided services. The proposal shall include client references that may be contacted by the City.
- G. SUBCONSULTANT: The selected consultant is responsible for performing the work required under the contract in a manner acceptable to the City. The consultant's organization and all associated consultants and subconsultants must be identified in the proposal. If the consultant wishes to use a subconsultant not specified in the proposal, prior written approval must be obtained from the City. The subcontract must contain all required provisions of the prime contract. All subawards must include adequate oversight, management, and administration of engineering and design related consultant services and be administered in accordance with State laws and procedures specified in 23 U.S.C.106(g)(4) and 2 CFR 200.331-333. If subconsultants are utilized, they shall be identified in the scope of work together with the services performed. Tasks shall be identified in the breakdown of estimated hours. Subconsultants shall be directed and compensated by Consultant.
- H. PROJECT SCHEDULE: Provide a work plan and schedule for the development and implementation of the project. Include a list of work tasks and/or milestones necessary to complete the services and their descriptions.
- I. DBE COMMITMENT: When administering federal-aid projects, federal regulations (49 CFR 26) require the City to comply with the DBE program and take necessary steps to ensure that DBE firms have the opportunity to participate in the projects. Refer to LAPM Chapter 9: Civil Rights and Disadvantaged Business Enterprises for DBE requirements for A&E Consultant Contracts. See attached forms that must be completed.
- J. FEE SCHEDULE: Provide a breakdown of the estimated hours for each individual for each project task defined in the scope of work. Billing rates for each individual as well as the total design fee proposal shall be submitted in a separate sealed envelope. Proposal shall also include a cost estimate of all reimbursable costs, indirect costs, and incidentals.

SUBMITTAL INFORMATION:

Proposals are due by **3:00 PM on May 8, 2025** to the RFP Administrator at the City of Buena Park Public Works counter. Postmarks will not be accepted.

RFP Administrator: Jaden Miller, P.E., Associate Engineer
City of Buena Park – Public Works Department
6650 Beach Boulevard
Buena Park, CA 90621
T: (714) 562-3685
Email: jmiller@buenapark.com

Four hard copies (3 bound, 1 unbound) and an electronic copy of the proposal shall be submitted. Please mark all submittals as **“ORANGETHORPE AVENUE COMPLETE STREETS PLANNING STUDY”**.

It is the responsibility of the Proposer to ensure their Proposal is received before the stated deadline. The Public Works Department may be reached at (714) 562-3670 to verify receipt of proposals. If all

required information is not provided, a proposal may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and will be rejected. Submittal of additional information after the due date is not permitted.

QUESTIONS, ANSWERS, AND ADDENDA TO RFP:

Prior to the RFP submission deadline, questions may arise regarding the specifications, procedural, and/or administrative matters. Any verbal communications will not be considered or responded to. All questions must be submitted (via PlanetBids) to the RFP Administrator by **Thursday, May 1, 2025 at 3:00 PM**. Changes to the RFP itself shall only be made by the City via a written addenda. All addenda shall become part of the RFP document requiring response by the proposer where indicated.

PROPOSAL EVALUATION CRITERIA:

The Brooks Act (40 U.S.C.1101-1104) requires LPAs to award federally-funded engineering and design related contracts based on fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 CFR 172), at a fair and reasonable price (48 CFR 31.201-3).

Cost proposals must be sealed and will not be used as a criterion for rating such consultants. After ranking, cost negotiations will begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the City does not consider fair and reasonable, negotiations must be formally terminated, and the City will then undertake negotiations with the second most qualified consultant. If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the City will then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the City. All consultants that submitted proposals will be informed about the final ranking of consultants.

Proposals will be evaluated based on the response to all provisions of this RFP. The City may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The City reserves the right to modify the evaluation criteria and percentage of score as deemed appropriate prior to the commencement of evaluation.

POTENTIAL PROPOSAL EVALUATION CRITERION	
Understanding Scope of Work – The consultant demonstrates a thorough understanding of the City’s needs, identifying opportunities, and constraints.	25%
Project Approach - The Consultants responsive in developing a comprehensive plan while meeting requirements and the City’s specific needs. Consultant’s ability to deploy the appropriate resources to promptly meet requested work. The Consultant’s ability to self-perform the desired work, or form a quality team of subconsultants.	25%
Qualifications and Experience - The qualifications and experience of the proposing Consulting firm and team with preparing similar types of planning studies. Quality of key individuals. Client references.	20%

Compliance with RFP - The ability of the Consultant to comply with all instructions set forth under this RFP. The ability of the Consultant to agree to all of the terms and conditions of the attached PSA and attached documents.	10%
Familiarity with Federal, State, and Local Procedures – Understanding specific rules and guidelines for federal, state, and local procedures.	10%
Project Schedule – A schedule demonstrating the ability to complete the project in a timely manner within the desired timeframe, inclusive of the proposer’s ability to identify critical paths.	10%

The City is under no obligation to award this project to the Consultant offering the lowest fee proposal. Evaluation criteria expressed in this RFP solicitation may be used in the proposal evaluation process. In evaluating proposals, the City may consider the qualifications of the Consultants and whether the proposals comply with the prescribed requirements. The size and scope of the project at hand may dictate the degree to which Qualifications-Based Selection processes are utilized.

The City reserves the right to determine whether a proposal meets the specifications and requirements of this RFP and reject any proposal that, in the City’s sole opinion, fails to meet the detail or intent of the requirements. The City reserves the right to reject any and all proposals.

SELECTION PROCESS:

All Proposals received as specified will be evaluated by a selection committee comprised of at least three members. The committee will review materials submitted by consultants based on the above criteria, develops a short list of qualified consultants, and develop a final ranking of the most qualified proposals. Representation on the committee will include the Contract Administrator and subject matter experts from the project’s functional area. During the evaluation period, the City may perform any of the following: conduct interviews with the top candidates; conduct on-site visits and/or tours of the candidates’ places of business; conduct negotiations with the most qualified candidate(s). Consultants should be aware that an award can be made without consultant visits, interviews, or further discussion or negotiations.

DRAFT AGREEMENT:

A standard draft template of the City’s Professional Services Agreement is attached for review. Please note that general provisions and insurance requirements are not subject to change. If your firm is selected following the RFP process, a final agreement will be prepared for approval and execution. At that time, you will need to provide current insurances certificates, which meet the requirements as listed in the agreement.

Acceptance of Terms and Conditions

Submission of a proposal indicates acceptance by the Consultant submitting the proposal of the terms, conditions, and specifications contained in this RFP and Draft Agreement, unless clearly and specifically stated otherwise in the completed Statement of Compliance.

Precedence of Terms and Conditions

All other terms and conditions of the Draft Agreement attached within this RFP are hereby incorporated into the terms and conditions of this RFP. In the event of a conflict of terms and conditions between the RFP document and the draft agreement, the terms and conditions expressed in the Draft Agreement shall take precedence.

Public Record

Upon submission of a proposal and other materials for consideration by the City, such proposals and materials shall become the property of the City of Buena Park. Proposals may be subject to public inspection and disclosure pursuant to state and federal law after the award of a contract for this project. Prior to the RFP deadline, proposals may be modified or withdrawn by an authorized representative of the Consultant by written notice to the RFP Administrator.

Late Proposals

Any proposal which is not received by the City's Public Works Department (6650 Beach Boulevard, Buena Park, CA 90621) prior to the deadline date and time set forth in this RFP shall not be considered. The City assumes no responsibility or liability for the transmission, delay, or delivery of a proposal by either public or private carriers.

Representations Not Binding

No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on the City. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

Errors and Omissions

This RFP cannot identify each specific, individual task required to successfully and completely implement this project. The City relies on the professionalism and competence of the Consultant to be knowledgeable of the general areas identified in the scope of work and to include in their proposals all materials, equipment, required tasks and subtasks, personnel commitments, staff-hours, labor, direct and indirect costs, etc. Consultant shall not take advantage of any errors and/or omissions in this RFP document or in the firm's specifications submitted with their proposals. Where such errors or omissions are discovered by the City, full instructions will be given by the City in the form of an addenda.

Proposal Validity

Unless otherwise noted by the Consultant, all proposals shall be held valid for a period of 180 days.

Right of Rejection

The City reserves the right to: (1) Accept or reject any and all proposals or any part of any proposal, and to waive minor defects or technicalities in such; (2) Request clarification of any information contained in a proposal; (3) Solicit new proposals on the same project, or on a modified project, which may include portions of the original RFP as the City may deem necessary; (4) Disregard all non-conforming, non-responsive, or conditional proposals, (5) Reject the response of any Consultant who does not pass the evaluation to the City's satisfaction, (6) Allow for the correction of errors and/or omissions; (7) Select the proposal that will best meet the needs of the City, and (8) Negotiate service contract and terms with the successful Consultant.

Non-Compliance

Consultant and/or proposals that do not meet the stated requirements for this project may be considered noncompliant and may be disqualified, unless such noncompliance is waived by the City. During the evaluation process, the City reserves the right to request additional information or clarification from those submitting proposals, and to allow corrections of errors and/or omissions.

Exceptions to Proposal Requirements

Consultant may find instances where they must take exception with certain requirements or specifications of the RFP and/or Draft Agreement. All exceptions shall be clearly identified using the Statement of Compliance, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

Determination of Responsiveness

The City shall have sole authority in determining the responsiveness of any/all proposals. For proposals containing exceptions to specifications and/or requirements, the City shall have sole authority in determining the extent to which exceptions affect the responsiveness of any proposals.

No Obligation to Award

The City of Buena Park is not obligated to enter into a contract or agreement on the basis of any proposal submitted in response to this RFP. City reserves the right to award multiple contracts for this project if it is deemed most advantageous to the City.

Bidder Reimbursement Prohibition

The City will not pay for any information herein requested, nor are they liable for any costs incurred by any vendors prior to award of a contract or purchase order. The City may require the finalist Consultant(s) to provide on-site presentations and demonstrations of the product(s)/service(s) proposed by the Consultant(s). All costs associated with the demonstrations or follow-up interviews are the sole obligation of the Consultant(s).

Gratuity Prohibition

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City for the purpose of influencing consideration of this proposal. Submission of a proposal indicates Consultant certifies that they have not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the contract.

Contact with City Personnel or Entities

During the RFP procurement process, proposal evaluation process and proposal selection process, the RFP Administrator is to serve as the primary point of contact for all matters pertaining to this RFP and project. Consultant shall not contact any City personnel or entities, other than the RFP Administrator, for matters regarding this project until conclusion of the entire procurement process, which shall be defined with an Agreement Award. Unauthorized contact may result in disqualification of Proposals.

Indemnification and Release of Liability

Proposer, at its own expense and without exception, and to the maximum extent permitted by law, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and release in advance and hold harmless the City, its elected officials, officers, employees, and agents, with respect to any and all claims and liabilities of any nature or kind arising out of or incurred in connection with Consultant's participation in this RFP process including: (i) submittal of a proposal; (ii) selection of a different Consultant; and/or (iii) Consultant's provision of services if Consultant is selected and enters an agreement with the City pursuant to this RFP.

Insurance Requirements

The selected Consultant(s) for this project shall be required, prior to the execution of a contract, to furnish proof of insurance. The specific insurance types and limits depend on the project and can be found in the Draft Agreement of this RFP solicitation.

Compliance with All Applicable Laws

Consultant declares that it shall comply with all licenses, statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted, including, but not limited to, appropriate state licensing and business licensing.

Compliance with California Labor Code

The work required pursuant to this RFP may, in whole or in part, constitute "public works" as defined in Section 1720 of the California Labor Code. Therefore, unless advised otherwise in writing by the City prior to performing on any particular project, the Consultant shall comply with all applicable requirements of the California Labor Code including Sections 1720 through 1861 which require payment of prevailing wages, registering with the Department of Industrial Relations prior to execution of an agreement with the City, and maintaining certified payroll records, all as more fully set forth in Section 15.12 of the Draft Agreement. Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman, or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State Prevailing Wage information is available through the California Department of Industrial Relations (DIR) websites below: Consultants will need to provide their Prevailing Wage Policy if their participation on the project includes prevailing wage work. The policy will include information on the accounting treatment of delta base and delta fringe, and verify the accounting treatment is consistent every year.

Fee Schedule

Fee Schedule shall include any/all applicable licenses, insurance coverage, endorsements, bonding and if necessary, any wage compliance deemed necessary to perform the work or services

as part of the project described in this RFP. City will not be responsible for reimbursing the Consultant for any charges not included in the proposal pricing that are incurred in securing these requirements.

Subconsultant/Joint Ventures

The selected Consultant shall be the lead Consultant performing the primary functions of the Agreement. If any portion of the Agreement is to be performed by a subconsultant, this must be clearly set forth in the proposal submittal as to what part(s) is/are to be delegated. The City reserves the right to reject any proposal wherein use of subconsultant(s) significantly affects the ability of the Consultant to function as lead on the awarded agreement. The lead Consultant will, at all times, be responsible for the acts and errors or omissions of its subconsultants or joint participants and persons directly or indirectly employed by them. Acceptance or rejection of a Consultant's request to use subconsultants is at the sole discretion of the City.

Organizational and Consultant Conflicts of Interest

In the procurement of contracts for engineering services by private consulting firms using federal-aid highway funds, the City must take all the steps necessary to prevent fraud, waste, and abuse. The Consultant shall comply with the City's written code of conduct governing the performance of its employees (including the contract administrator) engaged in the award and administration of federal-aid highway funded contracts, including the prevention of conflicts of interest in accordance with 23 CFR 172.7(b)(4).

A conflict of interest occurs when a public official's private interests and his or her public duties and responsibilities diverge or are not consistent. Conflicts of interest may be direct or indirect (e.g., as result of a personal or business relationship). The appearance of a conflict of interest should be avoided as an apparent conflict may undermine public trust if not sufficiently mitigated.

Federal Regulation Governing Conflict of Interest (23 CFR 172.7(b)(4)) requires that:

- No contracting agency employee who participates in the procurement, management, or administration of federal-funded contracts or subcontracts must have, directly or indirectly, any financial or other personal interest in connection with such contract or subcontract;
- No person or entity performing services for a contracting agency in connection with a federal-funded project must have, directly or indirectly, any financial or other personal interest, other than employment or retention by the contracting agency, in any contract or subcontract in connection with such project;
- No person or entity performing services for a contracting agency in connection with a federal-aid highway funded project must have, directly or indirectly, any financial or other personal interest in any real property acquired for the project;
- No contracting agency employees or agents must neither solicit nor accept gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to sub-agreements;
- Consultant's must promptly disclose in writing any potential conflict of interest to the City.

Title VI Assurances

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to City as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the City shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

Non-Discrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex; • Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

Financial Management and Accounting System Requirements. Contracts will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR 16.301-3, 2 CFR 200, and 48 CFR 31. The City must ensure the selected consultants have adequate financial management systems as required by the applicable federal regulations.

Audit and Review Process

The contract and supporting documents are subject to audit or review by Caltrans’ Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government.

State and federal requirements listed below, and specific contract requirements, serve as the standards for audits and reviews performed. Consultants and subconsultants are responsible for complying with state, federal, and specific contract requirements. Applicable standards include, but are not limited to:

- Caltrans Local Assistance Procedures Manual (LAPM);
- State and Federal agreements between LPAs and Caltrans, (i.e., Master Agreements);
- Project Program Supplemental Agreements;
- 23 U.S.C., Section 112 – Letting of Contracts;
- 40 U.S.C., Chapter 11: the Brooks Act;
- 23 CFR 172 - Procurement, Management, and Administration of Engineering and Design Related Services;
- 23 CFR, Chapter 1- Federal Highway Administration, Department of Transportation;
- 48 CFR, Federal Acquisition Regulation (FAR), Part 31- Contract Cost Principles and Procedures;
- 48 CFR, Chapter 99 – Cost Accounting Standards Board, Office of Federal Procurement Policy, Office of Management and Budget
- 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- United States Government Accountability Office, Government Auditing Standards - Generally Accepted Government Auditing Standards (GAGAS);
- California Government Code sections 4529.5 and 4529.10-4529.20; and
- Proposed contract terms and conditions. See Section 10.1.11: References of this chapter for links to above referenced standards

The American Association of State Highway and Transportation Officials (AASHTO), Uniform Audit & Accounting Guide (AASHTO Audit Guide), which is referred to frequently in this section, is a valuable tool to guide consultants and Certified Public Accountants (CPA) through the requirements for establishing, and audits of FAR-compliant ICR. The AASHTO Audit Guide is used extensively as an industry guide in the audit and review process. The consultant may seek professional guidance in selecting its independent CPA. See also the AASHTO Audit Guide, Chapter 2. Selection of CPA Firm as Overhead Auditor for guidance in the selection process.

Project Records Federal-aid Highway.

Consultants and subconsultants must maintain adequate and readily accessible project performance and financial records, supporting documents, and other records considered pertinent to the grant agreement and in compliance with federal laws and regulations (e.g., 23 USC 112; 40 USC 1101-1104, 23 CFR 172, 48 CFR 31, and 2 CFR 200). These records must be maintained for a minimum of three (3) years following issuance of the final voucher from FHWA (forwarded by Caltrans) and the closure of all other pending matters (2 CFR 200.334). For audit purposes, project records and documentation must be kept for three (3) years after payment of the final federal or state voucher.

Compliance with STBG Grant Requirements

The project will be paid for with grant funds received under the STBG grant administered by the California Department of Transportation (Caltrans) and the selected Consultant must comply with applicable grant guidelines, terms and conditions; including but not limited to applicable provisions of the Local Assistance Procedures Manual (“LAPM”) published by Caltrans, which dictate many of the terms and conditions included in the Draft Professional Services Agreement (Attachment A).

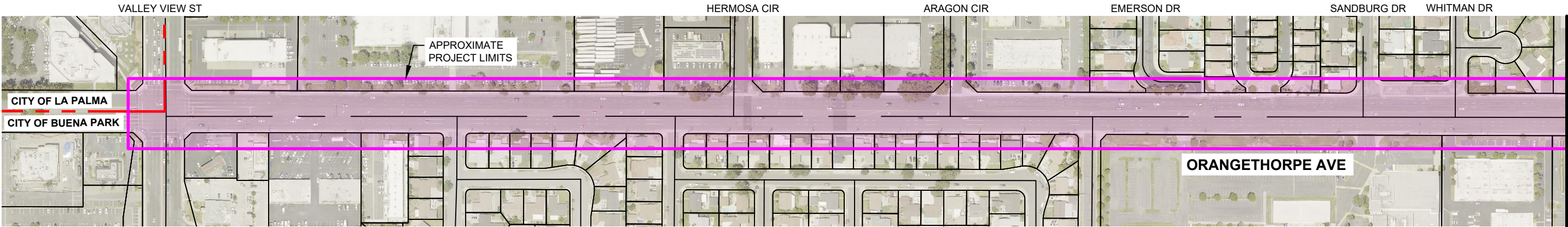
The selected consultant must comply with 48 CFR 31 (Contract Cost Principles and Procedures), and 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

- **Attachment A** – Location Map
- **Attachment B** – City of Buena Park’s Grant Application
- **Attachment C** – Caltrans E-76 Authorization
- **Attachment D** – DBE Commitment
 - Exhibit 10-1 (Notice to Proposers DBE Information)
 - Exhibit 10-O1 (Consultant Proposal DBE Commitment)
 - Exhibit 10-O2 (Consultant Contract DBE Commitment)
- **Attachment E** – Draft Professional Services Agreement

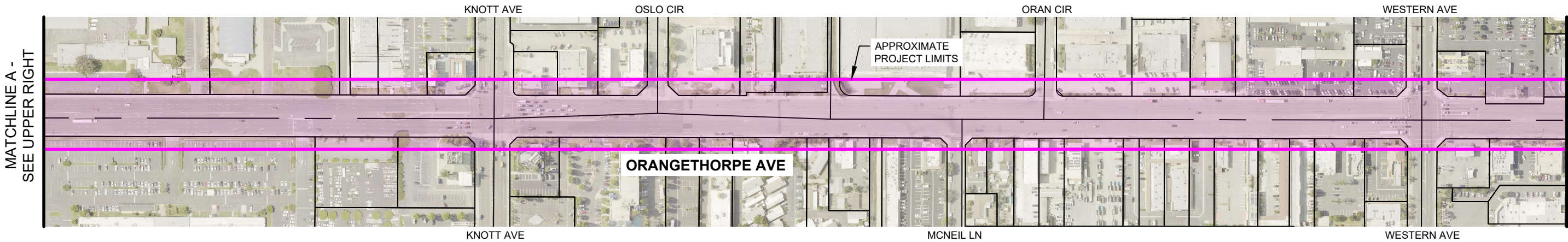


Attachment A

Location Map

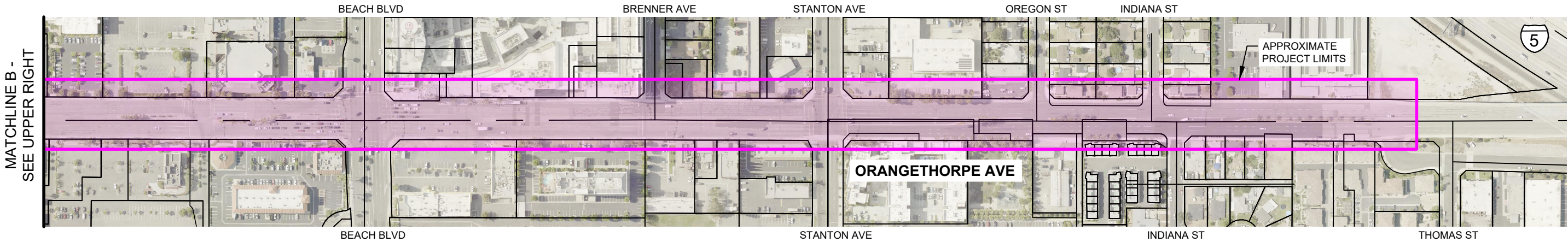


MATCHLINE A -
SEE LOWER LEFT



MATCHLINE A -
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MATCHLINE B -
SEE LOWER LEFT



MATCHLINE B -
SEE UPPER RIGHT



City of

**BUENA
PARK**

DEPARTMENT OF PUBLIC WORKS

COMPLETE STREETS PLANNING STUDY

**ORANGETHORPE AVE
LOCATION MAP**

EXHIBIT NO.

A

DRAWN BY: JDM

DATE: 11/2024



Attachment B

City of Buena Park's Grant Application

2023 OC Complete Streets Project Nomination – Plan Projects

Complete Application Checklist for Plan Projects <i>All Attachment files should be clearly named prior to upload.</i>	
✓	Application Narrative Responses
✓	Section 1: General Information
✓	Section 2: Project Type and Location/Scope of Work
✓	Section 3: Funding Request and Cost Estimate
✓	Section 4: Planned Project Schedule
✓	Section 5: Eligibility Criteria
✓	Section 6: Local Priorities/Community Engagement
✓	Section 7: Non-Scored Considerations
	Attachment – One page project fact sheet
	Attachment – Clear and High-Quality Project Map
	Attachment – GIS Compatible file of project location (kmz, shp, etc.)
	Attachment – DAC Areas' Project Map
	Attachment (Optional) – Supporting documentation for community engagement, public participation/outreach
	Attachment (Optional) – Letters of Support

Section 1: General Information

Project Title	Orangethorpe Avenue Complete Streets Planning Study
Implementing Agency	City of Buena Park
Project Contact Name	Mina Mikhael, P.E.
Project Contact Title	Director of Public Works / City Engineer
Project Contact Email	MMikhael@buenapark.com
Project Contact Phone Number	(714) 562-3672
Application Type <i>Please indicate Plan or Capital</i>	PLAN
Application Priority to applicant agency	<i>Priority 1 of 2</i>
Applicant Agency Caltrans Master Agreement Number	Federal Caltrans MA Number: 12-5310F15 State Caltrans MA Number: 004205

ATTACHMENT: For all projects please **ATTACH** a one page project fact sheet.

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Section 2: Project Type and Location/Scope of Work

For Plan Type projects, please describe the scope of work proposed.

The Orangethorpe Avenue Complete Street Planning Study (Project) will develop a comprehensive vision for serving multimodal travel needs along the 3-mile portion of Orangethorpe Avenue within the City of Buena Park (City) and support customized solutions to address corridor challenges for access, safety, and reliability of bicycle, pedestrian, and transit modes while still addressing automobile and goods movement demands. This will result in the direct engagement of disadvantaged communities, students, community-based organizations, and other key stakeholders to identify design, operational, and policy strategies that are uniquely adapted for the Orangethorpe Avenue context and supported by an Equity & Displacement Analysis and Implementation Strategy.

The Project will result in the following key deliverables: an existing conditions analysis, engagement with project stakeholders and property owners, including local disadvantaged communities, transportation solutions identification, funding next steps, and a compiled summary report to advance to subsequent stages of implementation. This will result in a plan that envisions a safe and vibrant corridor that supports infill development, reduces the reliance on vehicle ownership, and encourages residents and commuters to walk, bike, and take local and regional transit services.

ATTACHMENT: *For all projects please **ATTACH:***

- *a clear and high-quality project map*
- *a GIS compatible file of the project location (kmz, shp, etc.)*

Section 3: Funding Request and Cost Estimate

Please fill in the funding request table in \$000's. OCTA encourages cost estimates to be escalated to year of expenditure.

For Plan Type Projects (\$000's)–

Federal Funding Request	Estimated City Match (Minimum 12% of Total Eligible Expenses)	Total Project Cost
\$308	\$42	\$350

Section 4: Planned Project Schedule

Please fill in schedule below.

For Plan Type

Milestone	Completion Date (Month/Year)
Preliminary Engineering obligation submittal	July 2024

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Contract Award (if applicable)	January 2025
Plan Development Start	February 2025
Plan Completion	May 2027

Section 5: Eligibility Criteria

Section 5A: Eligibility Criteria - Alignment with the Southern California Association of Governments (SCAG) Connect So Cal Regional Transportation Plan's (RTP) goals and strategies. Use the following table to indicate (quantitatively or qualitatively) how the project nomination aligns with SCAG's RTP Goals and Strategies. Please indicate and fill the table for **all that apply**.

Projects should align with a minimum of two goals and strategies, three or more are recommended.

Connect SoCal Goals	Explanation
Encourage regional economic prosperity and global competitiveness.	<p>The Orangethorpe Avenue corridor in the City of Buena Park is a mixed-use area encompassing residential, industrial, and commercial zones connecting to the Anaheim-Fullerton job center. However, the current state of infrastructure along the corridor is inadequate, resulting in limited mobility and accessibility for residents, businesses, and commuters.</p> <p>Orangethorpe Avenue Complete Streets Planning Study project transforms the corridor into a high-quality transit corridor. The project will stimulate economic growth by encouraging mobility and access to the identified 143,000 employees in the Anaheim-Fullerton job center (link). Enhanced mobility will open job opportunities within and around the corridor, promoting economic activity and job creation and attracting employers to establish and create jobs in the area. The Plan will promote housing development and encourage transit ridership, collectively strengthening the regional economy and increasing global competitiveness. The Plan works towards SCAG's vision to increase transit ridership by prioritizing the use of streets for people and not cars and encouraging more housing and jobs closer to each other and to transit.</p> <p>By addressing the corridor's existing limitations and creating a more accessible, multimodal transportation network, the project will help SCAG realize its job center goals by stimulating transportation strategies to reinforce economic growth and provide access to job centers. This transformation will benefit the local community, promote access to the Anaheim-Fullerton job center, and position</p>

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	<p>the region as a more attractive and competitive destination for residents and businesses.</p>
<p>Improve mobility, accessibility, reliability, and travel safety for people and goods.</p>	<p>The Orangethorpe corridor faces significant challenges in mobility, accessibility, reliability, and travel safety. Multimodal accessibility is limited, leaving people with few travel options. Motor vehicles are the primary mode of transportation in this corridor. The roadway lacks any existing bicycle facilities and the existing sidewalk network is narrow and contains utility obstructions which make for an uncomfortable walking environment for pedestrians. The lack of biking infrastructure with cars frequently exceeding speed limits makes cycling an undesirable option. As a result, the corridor forces residents to be automobile-dependent, leading to congestion and limited mobility choices.</p> <p>The Orangethorpe Avenue Complete Streets Planning Study project is set to address these pressing issues and improve mobility, accessibility, reliability, and travel safety for both people and goods. The City's 2017 Buena Park Complete Streets Master Plan identifies Orangethorpe Avenue as one of the ten regional bikeway corridors for implementation for the county-wide bikeway vision. The Project emphasizes the implementation of a safe bicycle network, striving to enhance multimodal mobility for all users, this will involve improvements in the bikeway and sidewalk networks, making them safer and more convenient for pedestrians and cyclists. Additionally, the project will increase access to transit services, reducing dependency on automobiles, a crucial step towards realizing SCAG's core vision of building a transit network as the backbone of mobility that allows people to move without the cost of depending on a car. It will enhance active transportation safety and mobility, strengthen connections to transit options, improve transit reliability, reduce auto dependency, integrate goods movement efficiently, promote equitable design, and align with planned land use development.</p> <p>By addressing the existing deficiencies in accessibility, safety, and mobility, the project will provide a comprehensive solution that benefits all members of the community. This project aligns with SCAG's Complete Streets vision, ensuring that people are prioritized over vehicles by providing a safe transportation network. Improvements proposed enhance the quality of life for residents and contribute to a more efficient, sustainable,</p>

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	and safer transportation system, benefiting both people and goods traveling within the corridor.
Enhance the preservation, security, and resilience of the regional transportation system.	<p>SCAG’s vision for a connected region envisions an integration of multiple transportation modes, encouraging carpooling, demand for transit, and use of active transportation modes. Orangethorpe Avenue is a Transit Priority Area (TPA) providing access to the Fullerton Park-and-Ride, local and regional bus services, and the region’s bikeway network. The corridor also serves as a vital connection for local and regional mobility with connections to Interstate 5 (I-5), and State Route 91 (SR-91). These services contribute to the area’s existing multimodal dynamics and present an opportunity to establish Orangethorpe Avenue as an exemplary complete street and high-quality corridor.</p> <p>This effort will further the goals of the Connect SoCal RTP by supporting OCTA bus transit, enhancing walking and bicycling facilities, increasing first-last mile mobility opportunities, promoting transportation mode shift, improving goods movements operations, strengthening connections to Metrolink’s regional rail system, and addressing equity within the transportation system. The Project location also overlaps with Beach Boulevard, one of SCAG’s Connect SoCal RTP Livable Corridors. The Livable Corridors strategy supports three components including frequent bus transit improvements, increased active transportation facilities, and higher density residential and employment at key intersections as land use policies.</p> <p>The Orangethorpe Avenue Complete Street Study project is a model of multimodal efficiency, security, and resilience of the regional transportation network. The project brings improvements to make transportation resilient by preserving and maintaining the existing transit network, elevating its role as a vital connection for local and regional mobility. The improvements will ensure smoother connectivity between Orangethorpe Avenue and these essential regional transportation assets. With upgraded infrastructure, including sidewalks, bikeways, and transit facilities, the corridor will seamlessly integrate with local and regional bus services, making it easier for residents to access.</p>
Increase person and goods throughput and travel choices within the transportation system.	The Orangethorpe Avenue corridor as a mixed land use area, accommodates residential, commercial, and industrial

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	<p>activities. This multifaceted land use generates diverse transportation needs, including freight transport, commercial transport, commuting, and personal travel. The corridor's existing conditions do not offer sustainable travel options. Congestion and limited accessibility limit the movement of both people and goods, leading to inefficiencies in the transportation system.</p> <p>SCAG's Connect SoCal Demand & System Management core vision supports active transportation infrastructure as key to increasing the number of people traveling safely either walking or bicycling and decreasing the number of people driving. The Orangethorpe Avenue Complete Street Study project will help SCAG achieve its vision to create livable communities by implementing active transportation in complete streets. To achieve a livable community, the Plan supports sustainable communities through transportation safety.</p> <p>The Project will also support SCAG's Connect SoCal RTP transportation strategies, which outline the regional vision of sustainable development, system preservation and resilience, demand and system management, transit backbone, complete streets, and goods movement. This effort will further the goals of the Connect SoCal RTP by supporting OCTA bus transit, enhancing walking and bicycling facilities, increasing first-last mile mobility opportunities, promoting transportation mode shift, improving goods movements operations, strengthening connections to Metrolink's regional rail system, and addressing equity within the transportation system.</p> <p>The project ensures a more equitable, dynamic, and efficient transportation system. This transformation will benefit residents, businesses, and the broader community by providing enhanced travel choices and facilitating the seamless flow of both people and goods, ultimately contributing to the goals of a resilient and adequate transportation system.</p>
<p>Reduce greenhouse gas emissions and improve air quality.</p>	<p>The Orangethorpe Avenue corridor lacks the essential infrastructure to provide residents and commuters sustainable mobility choices beyond relying on personal vehicles. This limited transportation choice contributes to increased greenhouse gas (GHG) emissions and negatively affects air quality in the region. SCAG is committed to lead the way to a more accessible, mobile, and sustainable</p>

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	<p>Southern California. To achieve this goal, SCAG recognizes Complete Streets as an approach to encourage active transportation. The implementation and development of the Orangethorpe Avenue Complete Streets Planning Study as a complete street and high-quality multimodal corridor supports SCAG’s mission to develop more sustainable and equitable communities.</p> <p>The City is committed to addressing California’s climate and transportation challenges. This Plan will identify investments that are aimed at supporting bicycle, pedestrian, and transit modes, as well as leverage transportation demand management strategies to support modal shift. This will include creating multimodal opportunities to connect residents and visitors between the Fullerton Park-and-Ride, key destinations such as employment, healthcare, and convenience stores along Beach Boulevard and OCTA Bravo Route 529, and the rest of the Corridor through new multimodal improvements. The Plan will also consider opportunities for higher density development, Transit Oriented Development (TOD), and land use consistency by establishing land use planning efforts along Orangethorpe Avenue, around the Fullerton Park-and-Ride, and identifying opportunities for affordable housing. This will promote mode shift and reduce vehicle miles traveled (VMT) by improving multimodal access, reducing the automobile dependence of the local communities, and thus directly resulting in reductions to GHG emissions (link).</p> <p>Encouragement of more sustainable transportation modes like walking, bicycling, and transit use will result in reductions in GHG emissions and other transportation-related pollutants, benefiting public health by decreasing rates of asthma and heart and lung disease. A multimodal transportation vision will provide infrastructure, coordination, and policy development necessary to support multimodal mobility, efficient land use planning, sustainable transportation services, and first responder access and mobility. Doing so shall reduce automobile dependence and GHG emissions while increasing equity, economic vitality, public health, safety, and climate resiliency.</p>
Support healthy and equitable communities.	Orangethorpe Avenue, between Valley View Street and Magnolia Avenue, is a six-lane roadway with a striped or landscaped median. Posted speed limits within the Plan limits range from 40mph to 45mph, with average daily

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traffic ranging between 19,000 and 35,000. According to the Transportation Injury Mapping System (TIMS) From January 2016 through December 2020 there was a total of 14 collisions involving bicyclists or pedestrians within the project limits. Four of these collisions (about 29 percent) involved pedestrians, while the remaining 71 percent of collisions involved a bicycle. Furthermore, 10 of the 14 collisions, or 71 percent, occurred at an intersection and 7 of 8, or roughly 86 percent, of bicycle-involved collisions were attributed to riding on the wrong side of the roadway. These collisions depict a clear need to improve safety at corridor intersections and provide enhanced bicycle and pedestrian facilities that will reduce the level of stress of active transportation users along the corridor. The Project serves as a shift toward safer streets and improved mobility for all, it symbolizes a collective endeavor to transform this corridor into a space where everyone can travel safely, fostering a sense of community and well-being.

Furthermore, the Plan area encompasses Census Tract 1105 and 1106.3, both with high burden scores in the 96th and 92nd percentiles on CalEnviroScreen 4.0. Living in areas with high pollution, especially with limited mobility choices, underscores inequity. The Plan encourages the adoption of more sustainable mobility, such as walking, bicycling, and transit use. This shift away from car dependence will lead to substantial reductions in GHG emissions and other transportation-related pollutants. The resulting improvement in air quality will directly benefit public health by reducing the rates of asthma, heart disease, and lung ailments, particularly in underserved areas that have historically experienced environmental disparities.

Complete streets result in a decrease in vehicle traffic and reduced exposure to air pollution. Research indicates that complete streets are effective in calming traffic and decreasing the per capita risk of injury. The street environment plays a significant role in safety from collisions, impacting travel choices, and overall health outcomes ([link](#)). The Orangethorpe Avenue Complete Street Study project will expand the multi-modal transportation network in Buena Park, transforming it into a complete street and a high-quality corridor. This transformation will establish a safe and accessible mobility environment along Orangethorpe Avenue for all individuals, aligning with SCAG's core objectives of a safer environment for all.

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Adapt to a changing climate and support an integrated regional development pattern and transportation network.

Orangethorpe Avenue's lack of adequate multimodal infrastructure and connectivity has obstructed the corridor's ability to accommodate the evolving needs of a growing community as well as the changing climate. SCAG's strong commitment to addressing climate change while promoting equitable transportation and livable corridors will provide strong support for the Orangethorpe Avenue community, helping create a more integrated and healthier transportation network.

Previous efforts to improve multi-modal mobility within the City include the OCTA Fourth District Bikeways Strategy ([link](#)), which recommended implementation of six bikeway corridors in Buena Park, one being Orangethorpe Avenue. The City's 2017 Complete Streets Master Plan also identifies Orangethorpe Avenue as one of six "Priority A" complete street corridors, which focuses the roadway on multi-modal mobility and connectivity for all users. Priority corridors were identified for roadways that are a transit route, a Safe Routes to School route, identified for bicycle and pedestrian improvements, or have been a focus of the City's Fifteen in Twenty-Twenty (FIT) program. Engagement efforts at schools and community workshops along corridors in Buena Park have noted deficiencies in crosswalks, shade and landscaping, and sidewalks. Orangethorpe Avenue is a designated mixed land use corridor and therefore identified complete street components may include consolidated business access, amenities for transit users, wider sidewalks with shade trees, enhanced pedestrian crossings, and enhanced bikeways, all of which adapt to a changing climate and support equitable sustainable communities.

Furthermore, as part of the 2018 Transit Master Plan, OCTA identified several high frequency corridors for Rapid Bus or Bus-Rapid Transit (BRT) implementation, including the already implemented Bravo Route 529 (Fullerton Park-and-Ride to Goldenwest Transportation Center) and the possible future upgrade of existing OC Bus Local Route 30 to a Bravo Route 530 along Orangethorpe Avenue. OCTA also completed a Freeway BRT Concept Study in 2021 evaluating four proposed freeway BRT routes within Orange County, two of which included the Fullerton Park-and-Ride as a terminus station. The study's public engagement campaign included an online survey that identified a freeway BRT concept from Laguna Niguel to the Fullerton Park-and-Ride as the most popular concept proposed.

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	<p>The Plan promotes climate resilience, supports efficient urban development, and strengthens the regional transportation network, ultimately contributing to a sustainable and adaptable future for the corridor and the broader region, all which support SCAG’S vision of adapting to a changing climate while fostering an integrated regional development pattern and transportation network. By enhancing multimodal infrastructure and aligning with previous city and regional transportation plans, the project ensures that the corridor can accommodate the evolving transportation needs of the community.</p>
<p>Leverage new transportation technologies and data-driven solutions that result in more efficient travel.</p>	<p>Plan development will be a data-driven process to identify and address community needs. The project scope of work includes analysis of public health and socioeconomic data to inform transportation needs throughout the City and identify disadvantaged communities which would benefit the most from the enhancements outlined in this plan.</p> <p>As part of the Plan development process, the City will perform GIS-based mapping analysis to identify network gaps and illustrate the need for improvements. The City will also perform an LTS analysis of the existing bicycle network using GIS data and public feedback.</p> <p>The City will analyze existing traffic patterns across travel modes, including tracking bicycle and pedestrian counts, to identify high priority corridors. Safety metrics such as collision history, motor vehicle volumes, motorist speeds, and roadway travel lanes will also inform project prioritization.</p>
<p>Encourage development of diverse housing types in areas well supported by multiple transportation options.</p>	<p>The Orangethorpe Avenue Complete Streets Planning Study will develop the vision needed to support investments and evolving land uses consistent with SCAG’s Connect SoCal RTP goals of building vibrant places with access to a safe, reliable, and multimodal transportation system. Between 2008 and 2016, 58% of new housing developments emerged near future High-Quality Transit Areas (HQTAs) (link). Orangethorpe Avenue itself is a Transit Priority Area (TPA), identified as a 2045 HQTA (link), and is a key connector to the Anaheim-Fullerton job center. These characteristics make Orangethorpe Avenue an ideal high quality corridor to support the development of diverse housing types. The Plan contributes to SCAG's mission to strategically locate housing, jobs, and transit closer together. This effort not only fosters diverse housing</p>

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	<p>options but also enhances overall accessibility and mobility within the community.</p> <p>As a corridor enhancement study, the Project will focus on transportation improvements, but recommendations will also consider opportunities to enhance multimodal mobility by encouraging higher density or Transit Oriented Development (TOD) to encourage mode shift, increase transit ridership, and encourage consistency between land use development and the transportation system.</p> <p>Implementing the proposed Plan will develop a more sustainable, equitable, and transit-oriented Orangethorpe Avenue with enhanced stops and amenities, safer bicycle and pedestrian facilities, and more housing and employment opportunities that will reduce automobile dependency and improve quality of life.</p>
Promote conservation of natural and agricultural lands and restoration of critical habitats.	<p>The proposed Plan will focus on improvements to the built environment along the existing transportation network. There are no natural or agricultural lands with critical habitats in the project area. Future implementation projects will conduct an environmental review to evaluate potential impacts to critical habitats.</p>

Section 5B: Eligibility Criteria - Performance Indicators and Measures

Use the following table to indicate (quantitatively or qualitatively) how the project nomination may contribute to the SCAG Connect So Cal RTP Performance Measures. Please indicate and fill the table for **all that apply**. **Projects should support a minimum of four of the Performance Measures, six or more are recommended.** Please also refer to “Table 2 Connect So Cal Performance Measures” of the *Performance Measures Technical Report* available here: https://scag.ca.gov/sites/main/files/file-attachments/fconnectsocial_performance-measures.pdf

Outcome	Measure and Metric or Quantitative Response	Data Source
Location Efficiency	<ol style="list-style-type: none"> Share of regional household growth occurring in HQTAs Share of regional employment growth occurring in HQTAs Vehicle Miles Traveled (VMT) per capita 	<ol style="list-style-type: none"> SCAG Integrated Growth Forecast SCAG Integrated Growth Forecast Travel Demand Model
1. Share of regional household growth occurring in HQTAs		

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The City of Buena Park stands within the 2045 High-Quality Transit Areas (HQTAs) of Orange County. Orangethorpe Avenue is central to Buena Park's efforts to achieve HQTA status. The City's Housing Element highlights the significance of Orangethorpe Avenue for multi-family housing projects ([link](#)). According to the Housing Element, mixed-use sites like Orangethorpe Avenue are optimal for housing, particularly within transit corridors, fostering increased accessibility to opportunities.

The Plan proposes an enhanced infrastructure and transportation system that will keep incentivizing for diverse housing initiatives. Through the implementation of a complete street and high-quality corridor, the Plan aligns with SCAG's objective of concentrating new developments in HQTAs. SCAG's projections for 2045 are supported by the Plan by offering the community a high quality transit corridor. This strategic approach contributes to the realization of Connect SoCal's goal to increase the share of household growth within HQTAs, elevating the figure from 45.2% to 51.2% in 2045 compared to baseline projections.

2. Share of regional employment growth occurring in HQTAs

SCAG expects a 45% increase of regional employment growth within HQTAs. The Orangethorpe Avenue Complete Streets Planning Study will attract businesses, leading to the development of employment and potentially expanding the Anaheim-Fullerton job center to Buena Park. Orangethorpe Ave's strategic connections to Interstate 5 (I-5), State Route 91 (SR-91), Fullerton Park-and-Ride, local and regional bus services, and the region's bikeway network create an attractive environment for employment growth within and around the area. This not only reduces the necessity for commutes but also fosters job opportunities closer to residential areas. The Plan supports Connect SoCal's objectives by promoting an increase in regional employment growth within HQTAs, boosting economic development in the region.

3. Vehicle Miles Traveled (VMT) per capita

The Orangethorpe Avenue Complete Streets Planning Study reduces VMT by encouraging travel options through the adoption of more sustainable mobility, such as walking, bicycling, and transit use.

The Plan emphasizes travel efficiency (TE) strategies, informed by the Environmental Protection Agency's (EPA) Travel Efficiency Assessment Method (TEAM). TEAM modeling, utilizing existing travel data and Motor Vehicle Emission Simulator (MOVES) emissions modeling, quantifies potential emission reductions from strategies that support transit improvements, land use changes, and bicycle and pedestrian programs. By implementing these data-informed strategies, the project will decrease single-occupancy travel, contributing significantly to SCAG's 2045 VMT reduction goal of one daily mile per capita (21.8 miles to 20.7 miles).

Mobility and Accessibility

1. Person delay per capita
2. Travel time distribution by mode
3. Transit mode share

1. Travel Demand Model
2. Travel Demand Model
3. Travel Demand Model

1. Person delay per capita

The project ensures a more dynamic, safer, and efficient transportation system. By promoting active transportation, the Plan aims to decrease traffic congestion, aligning with Connect SoCal's goal of reducing average traffic delay time per capita in 2045 from an estimated baseline of 11.3 minutes to 8.4 minutes. This transformation will benefit residents, businesses, and the broader community by providing enhanced travel choices and facilitating the flow of both people and goods. The proposed active transportation enhancements outlined in the Plan will facilitate the diverse range of mobility through a safer and more accessible modal shift, thereby reducing traffic congestion.

2. Travel time distribution by mode

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By enhancing active transportation travel modes, the project is expected to increase accessibility by decreasing travel times for both transit and SOVs. The project aligns with Connect SoCal's goal of reducing total person hours of delay by 26% in the SCAG region compared to the Baseline.

Creating Orangethorpe Avenue as a high quality corridor will be a step toward a Bus-Rapid Transit route in Orange County. This development is expected to significantly reduce travel time. Studies have demonstrated that exclusive transitways can operate at an average speed of 17 to 30 miles per hour, leading to overall travel time savings of up to 55% compared to other transit modes ([link](#)). Orangethorpe Avenue Complete Streets Planning Study enhancements will improve transit efficiency, reducing travel times, and increasing accessibility for residents.

The Plan's focus on efficient urban development and a strengthened regional transportation network contributes to a more resilient transportation network and travel time distribution. These efforts align with SCAG's vision of fostering an integrated regional development pattern and transportation network, thereby reducing the travel time by mode. By enhancing multimodal infrastructure and aligning with previous city and regional transportation plans, the project ensures the corridor's adaptability to the evolving transportation needs of the community, ultimately improving travel time distribution by mode.

3. Transit mode share

The Plan limits are with OC Bus Local Routes 25, 26, 30, 33, and 35 with service to the Buena Park Metrolink Station, Huntington Beach, California State University Fullerton, Yorba Linda, the Los Cerritos Center, Anaheim, and Costa Mesa, as well as OC Rapid Bus (Bravo) Route 529 with 12-minute headways and service to the Goldenwest Transportation Center in Huntington Beach, OC Bus Express Route 721 with service to Downtown Los Angeles, and Los Angeles Metro Express Bus Line 460 with service to Downtown Los Angeles, Knotts Berry Farm, and Disneyland.

Investing in the existing transit system will encourage transit mode share. The Plan supports SCAG's mission to prioritize existing transit facilities to make them resilient, safer, and more attractive to residents. SCAG's vision for Orange County aims to increase transit mode share by 2.6% of all trips by 2045. Orangethorpe Avenue significantly contributes to this goal due to its existing transit elements and the potential to become a High-Quality Transit Area (HQTa). This initiative is crucial as Orange County is the second-largest contributor to helping the SCAG Region reach the 4.9% projection by 2045.

The improvements will promote transit mode share by giving residents mobility options. Investing in existing transit infrastructure, the corridor will integrate with local and regional bus services, making it easier for residents to access employment, housing, education, and grocery needs, thereby ensuring SCAG's vision to a more accessible city.

Safety and Public Health

1. Collision fatality rate
2. Collision serious injury rate
3. Air pollution-related health measures
4. Physical activity-related health measures
5. Mode share for walking and biking

1. Statewide Integrated Traffic Records System (SWITRS)
2. SWITRS
3. Scenario Planning Model
4. Scenario Planning Model
5. Travel Demand Model

1. Collision fatality rate

In 2021, California increased 9.4% its pedestrian fatalities to a total of 1,108 ([link](#)). Addressing this alarming increase requires the implementation of safety strategies and proper pedestrian infrastructure. The development of a complete street corridor in Orangethorpe Avenue will reduce the likelihood of collisions involving pedestrians and bicyclists ([link](#)). The Plan will create safer streets, signifying a collaborative effort to transform the corridor into a

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secure space for everyone to travel. Providing active transportation into the community encourages healthier mobility options and contributes to lowering the rates of fatalities, fostering a safer environment for all road users.

2. Collision serious injury rate

From January 2016 through December 2020 there was a total of 14 collisions involving bicyclists or pedestrians within the project limits. To achieve Connect SoCal's objective to reducing collision from serious injury rate of 3.5 per 100 million VMT in the 2016 base year, the Plan strives to create safer conditions for pedestrians and cyclists, mitigating existing safety disparities on the city's streets. The Plan implements a safe bicycle network, striving to create safer conditions in multimodal mobility for all users, the improvement in the bikeway and sidewalk will promote a safer route for pedestrians and cyclists.

3. Air pollution-related health measures

Implementation of Plan recommendations will further address underserved community needs by reducing the local pollution burden, especially regarding ozone, PM2.5, diesel particulate matter, and traffic pollution which largely contributes to noise pollution. Enhancing multi-modal access, safety, and connectivity will greatly benefit the underserved community in Census Tract 1105, and increase access to employment, healthcare, educational opportunities, and improve transportation equity and choice. SCAG is committed to lead the way to a greater access, mobility, and sustainable Southern California. Encouragement of more sustainable transportation modes like walking, bicycling, and transit use will result in reductions in GHG emissions and other transportation-related pollutants, benefiting public health by decreasing rates of asthma and heart and lung disease.

4. Physical activity-related health measures

Implementing active transportation in the region will significantly improve access to safer mobility and foster a secure environment for the community's well-being. Connect SoCal envisions an increase of over two million daily active transportation users. The Plan supports SCAG's objective to increase active transportation usage by 2.2 percentage points, increasing it from 7.8% to 10% by 2045.

This Plan focuses on enhancing walking and bicycling facilities, expanding first-last mile mobility options, encouraging a shift in transportation modes, and addressing equity concerns within the corridor. These efforts are designed to promote active transportation, fostering a community that embraces cycling and walking as healthier and more sustainable choices. The Plan prioritizes an equitable and vibrant active transportation, ultimately leading to a higher number of individuals walking and biking in the area.

5. Mode share for walking and biking

Providing access to safe bike lanes, sidewalks, and enhancing the overall landscape quality significantly improves the active transportation experience, encouraging a greater number of people to walk and bike in the area ([link](#)). The Plan promotes more walking and biking by giving access to the infrastructure needed to encourage mode share for both walking and biking. The Plan supports Connect SoCal's goal to increase walking and biking by 0.9 percentage points, increasing it from 7.8% to 8.7%. The Plan will help SCAG achieve this increase by creating a more livable corridor through the implementation of active transportation and a complete street. By prioritizing transportation safety and equity, the Plan supports the creation of a sustainable community, fostering a sense of livability and enhancing the overall quality of life for residents.

Environmental Quality	<ol style="list-style-type: none"> 1. Greenhouse gas (GHG) emissions reduction 2. Criteria pollutant emissions 	<ol style="list-style-type: none"> 1. Travel Demand Model/ ARB EMFAC Model 2. Travel Demand Model/ ARB EMFAC Model
1. Greenhouse gas (GHG) emissions reduction		

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With transportation responsible for 28% of GHG emissions in the United States ([link](#)), the plan promotes a shift away from car dependence and addresses SB 375 mandates, aiming to reduce regional GHG emissions by reducing VMT. To address SB 375 mandates, the Plan encourages active transportation and reduces VMT by enhancing walking and biking infrastructure. It invests in transit and mobility options, fostering a more efficient community, and decreasing SOV. With a complete street approach, the Plan considers all users, including pedestrians, cyclists, and transit riders. An integrated approach reduces traffic congestion and encourages the use of alternative, greener modes of transport. By developing housing, businesses, and services around TPAs, the Plan promotes transit-oriented communities and creates access to residents' daily mobility needs without car dependency. It supports mixed-use developments and higher housing density near transit corridors, reducing long commutes. These approaches and implementations contribute to Connect SoCal's goal of reducing greenhouse gas emissions in the SCAG region by 8% of 2005 levels by 2020 and 19% of 2005 levels by 2035.

2. Criteria pollutant emissions

SCAG's RTP/SCS goal pursuant to the federal Clean Air Act requires to meet all federal transportation conformity requirements. The City's pollutant emission levels currently exceed pollution mandates. The State has a 50 average percentile in CalEnviroScreen 4.0, while the City of Buena Park track 6059110500 has a 96 percentile, with 47 ozone, 77 PM2.5, 87 diesel PM, and 86 toxic releases. Track 6059110500 is identified as a Top 25% DAC category in CalEnviroScreen 4.0. The air pollutants in Track 6059110500 are an Environmental Justice issue due to the disproportionate minority and low-income community living in a heavily travel Orangethorpe corridor. Connect SoCal is determined to provide better opportunities for healthy mobility choices, the Plan will support SCAG's goal by implementing active transportation, a green landscape, transforming Track 6059110500 from an Environmental Injustice corridor to a high quality complete street corridor that provides healthy mobility choices to underserved communities.

Economic Opportunity	<ol style="list-style-type: none"> 1. New jobs supported by improved economic competitiveness 2. New jobs supported by transportation system investments 	<ol style="list-style-type: none"> 1. Regional Economic Model (REMI) 2. Regional Economic Model (REMI)
<p>1. New jobs supported by improved economic competitiveness</p> <p>The Plan aims to reduce commuting distances for employees by strategically facilitating proximity between residences and job centers, encouraging shorter trips for commuting and daily needs. Orangethorpe is a mixed land use area that is considered a TPA near the Anaheim-Fullerton job center. By creating multi-modal transportation through active transportation, the proposed initiative will boost regional commercial activities in and around the Plan area. The Plan will stimulate job growth and support Connect SoCal's objective of generating 264,500 new jobs by 2045, driven by enhanced economic competitiveness in the SCAG region.</p> <p>2. New jobs supported by transportation system investments</p> <p>The proposed Plan outlines multi-modal and active transportation improvements geared towards enhancing connections for commuters accessing the Fullerton Park-and-Ride. By enhancing the already existing transit system in the corridor into a comprehensive citywide complete street network, the Plan aims to make transit a multi-modal viable and convenient mobility and connectivity for all users. This integration will not only improve local mobility but also enhance connectivity to regional job centers, aligning with Connect SoCal's objective of generating 168,400 new jobs supported by transportation investments in the SCAG region by 2045.</p>		
Investment Effectiveness	N/A	N/A
N/A		

2023 OC Complete Streets Project Nomination – Plan Projects

Transportation System Sustainability	1. Local roadways pavement condition	1. Local Arterial Survey Database
<p>1. Local roadways pavement condition</p> <p>The Plan enhances the transportation system to a more sustainable corridor by giving the community mobility choices and promoting active transportation modes such as walking and biking. The plan reduces the dependency on single-occupancy vehicles (SOV), thereby reducing the impact on roadway pavement while promoting a greener environment. Additionally, the project encourages the use of public transit by improving accessibility and connectivity to the Fullerton Park-and-Ride station, reducing SOV commute, and encouraging an increase in transit ridership. Furthermore, the emphasis on creating complete streets ensures that all users, including pedestrians, cyclists, and public transit riders, are accommodated, fostering a safer and more sustainable urban environment for roadways and sidewalks. These efforts collectively contribute to SCAG's goals of maintaining and investing in existing regional transportation by encouraging multi-modal mobility and preserving the transportation system's sustainability for a more resilient transportation network.</p>		
Environmental Justice	1. Public health analysis 2. Travel time and travel distance savings 3. Share of transportation system usage 4. Accessibility to employment and services	1. ARB historical emissions data, CalEnviroScreen, SCAG IGF 2. SCAG IGF, SCAG RTDM 3. SCAG IGF, SCAG RTDM 4. IInfoUSA, SCAG Regional Travel Demand Model (RTDM), U.S. Census, SCAG Intergated Growth Forecast (IGF)
<p>1. Public health analysis</p> <p>The Plan development process will involve community engagement and collaboration with local health providers and public health officials to ensure that the Plan serves disadvantaged community members and improves public health outcomes. Project prioritization will incorporate health disparities criteria, ensuring public health is integrated into recommended improvement projects and actions.</p> <p>2. Travel time and travel distance savings</p> <p>The multimodal enhancements identified in the proposed Plan will incentivize high-density housing development near commercial and employment centers and establish a well-connected citywide active transportation network, improving travel times within the network. These improvements will also incentivize modal shift, reducing on-street vehicle traffic congestion and shorter travel times.</p> <p>3. Share of transportation system usage</p> <p>The Plan will support OCTA bus transit, enhancing walking and bicycling facilities, increasing first-last mile mobility opportunities, promoting transportation mode shift, improving goods movements operations, strengthening connections to Metrolink's regional rail system, and addressing equity within the transportation system. Recommendations will also consider opportunities to enhance multimodal mobility by encouraging higher density or transit-oriented development (TOD) to encourage mode shift, increase transit ridership, and encourage consistency between land use development and the transportation system.</p> <p>4. Accessibility to employment and services</p> <p>Enhancements identified in the proposed Plan will provide first-last mile connections to local and regional transit networks and incentivize affordable and high-density housing development in UMU Zones near employment centers.</p>		

Section 5C: Eligibility Criteria - Impacts to and Benefits for Disadvantaged Communities

For the OCCSP, disadvantaged communities are defined as geographies designated as SCAG Priority Equity Communities. The Priority Equity Communities data viewer is available here: https://hub.scag.ca.gov/datasets/daa7cbaf5b064399800f3426cbb64270_0/about

2023 OC Complete Streets Project Nomination – Plan Projects

Does the project benefit disadvantaged communities? (Please indicate yes or no)

Yes

ATTACHMENT: *If project provides benefits disadvantaged communities, please ATTACH map reflecting which geographies identified benefit from the project in relation to the project area.*



Attachment 04. DAC
Areas Project Map.pc

If yes, please describe or list benefits for disadvantaged communities below:

A significant portion of the population within the Orangethorpe Avenue corridor fall within identified disadvantaged communities, primarily concentrated along the north and east of the project corridor. This stretch of Orangethorpe Avenue is primarily bordered by Census Tract 1105 along the north of the roadway. This census tract has nearly 9,000 residents and a California Healthy Places Index (HPI) percentile score of 19.3, indicating that more than four of every five census tracts in the state have better health conditions than that along this corridor. Over 10 percent of the population in this census tract lack access to an automobile, and nearly 55 percent of the population lives below the poverty line. The eastern end of Orangethorpe Avenue is also surrounded by Census Tract 1106.03 and Census Tract 18.01, with HPI percentile scores of 26.64 and 31.9, respectively. Roughly 3 percent and 7 percent of the populations in these two census tracts lack access to an automobile, respectively. Furthermore, more than 45 percent and nearly 42 percent of their populations live below the poverty line, respectively.

Orangethorpe Avenue serves as the southern border of Census Tract 1105 and 1106.3, both with high burden scores in the 96th and 92nd percentiles on CalEnviroScreen 4.0. Other underserved census tracts include Census Tract 18.01 and Census Tract 1103.02 with respective CalEnviroScreen 4.0 scores in the 81st and 71st percentiles. All census tracts within the project area struggle with a high pollution burden. The most disadvantaged census tract in the project area, Census Tract 1105, has low automobile access and high rates of active commuting compared to surrounding census tracts as well as Statewide according to HPI.

Implementation of Project recommendations will further address underserved community needs by reducing the local pollution burden, especially regarding ozone, PM2.5, diesel particulate matter, and traffic pollution which largely contributes to noise pollution. Enhancing multi-modal access, safety, and connectivity will greatly benefit the underserved community in Census Tract 1105, and increase access to employment, healthcare, educational opportunities, and improve transportation equity and choice. Encouragement of more sustainable transportation modes like walking, bicycling, and transit use will result in reductions in GHG emissions and other transportation-related pollutants, benefiting public health by decreasing rates of asthma and heart and lung disease.

Section 6: Local Priorities

Section 6A: Local Priorities – Plan Need

Please describe why the plan is needed. What are the current deficiencies addressed through the proposed plan?

Orangethorpe Avenue, from Valley View Street to Magnolia Avenue, serves as a vital connection for local and regional mobility with connections to Interstate 5 (I-5), State Route 91 (SR-91), the Fullerton Park-and-Ride, local and regional bus services, and the region's bikeway network. These services contribute to the area's existing multimodal dynamics and present an opportunity to establish Orangethorpe Avenue as an exemplary complete streets corridor.

2023 OC Complete Streets Project Nomination – Plan Projects

The plan limits are presently supported by OC Bus Local Routes 25, 26, 30, 33, and 35 with service to the Buena Park Metrolink Station, Huntington Beach, California State University Fullerton, Yorba Linda, the Los Cerritos Center, Anaheim, and Costa Mesa, as well as OC Rapid Bus (Bravo) Route 529 with 12-minute headways and service to the Goldenwest Transportation Center in Huntington Beach, OC Bus Express Route 721 with service to Downtown Los Angeles, and Los Angeles Metro Express Bus Line 460 with service to Downtown Los Angeles, Knotts Berry Farm, and Disneyland. As part of their 2018 Transit Master Plan, OCTA identified several high frequency corridors for Rapid Bus or Bus-Rapid Transit (BRT) implementation, including the already implemented Bravo Route 529 (Fullerton Park-and-Ride to Goldenwest Transportation Center) and the possible future upgrade of existing OC Bus Local Route 30 to a Bravo Route 530 along Orangethorpe Avenue. OCTA also completed a Freeway BRT Concept Study in 2021 evaluating four proposed freeway BRT routes within Orange County, two of which included the Fullerton Park-and-Ride as a terminus station. The study's public engagement campaign included an online survey that identified a freeway BRT concept from Laguna Niguel to the Fullerton Park-and-Ride as the most popular concept proposed. Expanding the multi-modal transportation network in Buena Park and providing a safe mobility environment along Orangethorpe Avenue for all individuals are key motivations for the Project. Orangethorpe Avenue, between Valley View Street and Magnolia Avenue, is a six-lane roadway with a striped or landscaped median. Posted speed limits within the plan limits range from 40mph to 45mph, with average daily traffic ranging between 19,000 and 35,000. From January 2016 through December 2020 there was a total of 14 collisions involving bicyclists or pedestrians within the project limits. Four of these collisions (about 29 percent) involved pedestrians, while the remaining 71 percent of collisions involved a bicycle. Furthermore 10 of the 14 collisions, or 71 percent, occurred at an intersection and 7 of 8, or roughly 86 percent, of bicycle-involved collisions were attributed to riding on the wrong side of the roadway. These collisions depict a clear need to improve safety at corridor intersections and provide enhanced bicycle and pedestrian facilities that will reduce the level of stress of active transportation users along the corridor.

Previous efforts to improve multi-modal mobility within the City include the OCTA Fourth District Bikeways Strategy, which recommended implementation of six bikeway corridors in Buena Park, one being Orangethorpe Avenue. The City's 2017 Complete Streets Master Plan also identifies Orangethorpe Avenue as one of six "Priority A" complete street corridors, which focuses the roadway on multi-modal mobility and connectivity for all users. Priority corridors were identified for roadways that are a transit route, a Safe Routes to School route, identified for bicycle and pedestrian improvements, or have been a focus of the City's Fifteen in Twenty-Two (FIT) program. Higher priority was given to roadways that served two or more of these functions. Engagement efforts at schools and community workshops along similar corridors in Buena Park have noted deficiencies in crosswalks, shade and landscaping, and sidewalks. Orangethorpe Avenue is designated as a Mixed Land Use Corridor and therefore identified Complete Street components may include consolidated business access, amenities for transit users, wider sidewalks with shade trees, enhanced pedestrian crossings, and enhanced bikeways.

The Orangethorpe Avenue Complete Streets Planning Study project will build on the City's Complete Streets Master Plan to guide infill growth and public improvements over a planning horizon of 20 years. These investments into the corridor will be addressing a pressing need to improve safety and multimodal access within the plan area to accommodate and promote the corridor's redevelopment growth. The City of Buena Park is pursuing the Orangethorpe Avenue Complete Streets Planning Study project to catalyze these changes and serve as a nexus between the community, its needs, and the various plans and investments envisioned for the corridor and the surrounding vicinities.

The Orangethorpe Avenue Complete Streets Planning Study project will identify ways to improve the corridor's design and fit with current and projected land uses, mobility solutions, and community dynamics. The planning effort would utilize an inclusive approach to gather stakeholder input, especially from disadvantaged and low-income communities, to develop locally preferred alternatives that consider active transportation, transit, freight, emergency services, and other uses. Developing Orangethorpe Avenue as a multimodal corridor will reduce transportation-related injuries and fatalities, support current and future development, and encourage mode shift in alignment with

2023 OC Complete Streets Project Nomination – Plan Projects

Sustainable Transportation Planning Grant Objectives, the City's Complete Streets Master Plan, California Transportation Plan (CTP), CAPTI, and Sustainable Communities Strategy.

Should this project not be selected for funding, the Orangethorpe Avenue corridor will continue to see growth in housing, jobs, and development density without the planning needed for the appropriate infrastructure and measures to support mobility, safety, equity, and other key state goals in a key local and regional corridor that supports disadvantaged and low-income communities.

Section 6B: Local Priorities - Community Engagement, Public Participation/Outreach, Stakeholder Coordination, and Letters of Support

How will the plan be coordinated with impacted or stakeholder agencies (Caltrans, OCTA - OC Bus, utilities, railroads, adjacent cities, other state and federal agencies, etc.)?

2023 OC Complete Streets Project Nomination – Plan Projects

Caltrans: Two segments of the State Highway System cross the Project limits: Beach Boulevard or State Route 39 (SR-39), and Interstate 5 (I-5). The City will be required to coordinate with Caltrans to implement any proposed enhancements either on, or adjacent to, these facilities within the City. The preparation of the Plan will have agency stakeholder coordination and can leverage goals and priorities for safe active transportation travel as identified in the Caltrans District 12 Active Transportation Plan (D12 CAT Plan).

OCTA: The proposed Plan will reference previous and ongoing planning efforts by OCTA to increase active transportation and transit in Orange County. OCTA's 2018 Transit Master Plan identified several high frequency corridors for Rapid Bus or Bus-Rapid Transit (BRT) implementation, including the already implemented Bravo Route 529 (Fullerton Park-and-Ride to Goldenwest Transportation Center) and the possible future upgrade of existing OC Bus Local Route 30 to a Bravo Route 530 along Orangethorpe Avenue. OCTA also completed a Freeway BRT Concept Study in 2021 that identified a freeway BRT concept from Laguna Niguel to the Fullerton Park-and-Ride as the most popular concept proposed.

The OCTA Fourth District Bikeways Strategy (2012) recommended implementation of six bikeway corridors in Buena Park, one being Orangethorpe Avenue. OC Active (2019), the first countywide active transportation plan to address both bicycle and pedestrian networks, provided a framework for planning projects to advance a strategic walking and cycling network. The 2023 Orange County Bike Connectors (OC Loops) Gap Closure Feasibility Study built upon previous planning efforts to provide feasible bikeway design and cost estimates to establish connected regional bikeways following the success of the OC Loop regional trail network in Northern Orange County.

OCTA's Directions 2045 Long Range Transportation Plan (LRTP) includes strategies to implement active transportation and transit projects that align with the goals of OC Active (2019) and the Transit Master Plan (2018), and support routes identified in both OC Active and the Transit Master Plan. The LRTP also identifies new innovations to support the active transportation and transit networks including new multimodal facilities and mobility hubs. The proposed Plan will coordinate with ongoing planning efforts by OCTA by prioritizing elements identified by OCTA's planning documents to bolster the regional active transportation and transit networks through local enhancements, leading to more multimodal activity and better connectivity.

OC Bus: OC Bus, a fixed-route transit bus service operated by OCTA, completed its Making Better Connections Study (Study) in early 2023, which entailed a redesign of the regional transit network based on an analysis of travel patterns, ridership trends, and community preferences identified through public engagement. The (Study) informs new service changes to streamline existing bus routes and shorten headways on routes with high ridership. These changes will increase access to all-day, frequent (15 minute headways or less) bus service for people and jobs by 105% and 96%, respectively, compared to current levels ([link](#)).

The proposed Plan will coordinate with the OC Bus Making Better Connections Study and service changes by establishing safe and accessible first-last mile connections to stations providing all-day, frequent bus service. Route 29 and 529 along Beach Blvd are among the corridors identified in the Study for service changes. The proposed Plan will prioritize these corridors to increase connectivity to the local transit network via travel modes other than private vehicle use.

Adjacent cities: Orangethorpe Avenue connects with the City of La Palma on the west end of the City's limits, and the City of Fullerton on the east end of the City's limits. Both cities have expressed their support for the Orangethorpe Avenue Complete Streets Planning Study project and interest in contributing to potential promotion and participation in community engagement activities.

The Project will facilitate stakeholder engagement activities to ensure the final plan encompasses a comprehensive vision of Orangethorpe Avenue. A list of project stakeholders has been identified and includes the following entities: Caltrans, SCAG, OCTA, Orange County Council of Governments, City of La Palma, City of Fullerton, Buena Park City

2023 OC Complete Streets Project Nomination – Plan Projects

Council/Traffic and Transportation Commission, Buena Park FIT Committee, Buena Park School District, Buena Park High School, Buena Park Middle High School, Mabel L. Pendleton Elementary School, James A. Whitaker Elementary School, Corey Elementary School, Saint Pius V Catholic School, Orange County Health Care Agency, Buena Park Collaborative, Korean American Center, Korean Resource Center, St. Joseph Health, St. Jude Medical Center, North Orange County Chamber of Commerce, Orange County Active Transportation Network, and Orange County Bicycle Coalition.

These stakeholders will be actively involved throughout the project. This will involve stakeholder surveys, community workshops, and stakeholder interviews. The input provided by the stakeholders will ensure the project addresses their organizational or community goals and constituent's needs. Several stakeholders will also be involved in the Corridor Advisory Team (CAT) that will serve as a sounding board for the project development.

Please describe the previous, ongoing, or upcoming community engagement practices already engaged in and/or planned to include community support and stakeholder involvement in the plan development.

Previous efforts to improve multi-modal mobility within the City include the OCTA Fourth District Bikeways Strategy, which recommended implementation of six bikeway corridors in Buena Park, one being Orangethorpe Avenue. The City's 2017 Complete Streets Master Plan also identifies Orangethorpe Avenue as one of six "Priority A" complete street corridors, which focuses the roadway on multi-modal mobility and connectivity for all users. Priority corridors were identified for roadways that are a transit route, a Safe Routes to School route, identified for bicycle and pedestrian improvements, or have been a focus of the City's Fifteen in Twenty-Twenty (FIT) program. Engagement efforts at schools and community workshops along similar corridors in Buena Park have noted deficiencies in crosswalks, shade and landscaping, and sidewalks.

Public engagement will focus on 1) understanding local challenges and constraints, 2) identifying initial strategies and solutions, and 3) refining/finalizing those strategies and solutions. Prior to engaging community members and facilitating input, a multifaceted campaign via a combination of online/virtual and in-person events and mediums will generate public awareness and understanding of the plan and its objective, as well as ensure those without Internet or cell-phone access still have an opportunity to participate and provide input. Community members will then be engaged in the decision-making process and guide development through CAT meetings, community workshops, and/or other events and survey. The CAT will provide opportunities to collaborate on findings, design concepts, and feedback on recommendations that will be further reviewed in a community workshop. The community workshops will help identify existing conditions, areas of concerns, establish the overall project vision and goals, and receive feedback on the draft recommendations. To support the large Hispanic and Korean community, each public event will consider language accessibility by providing Spanish and Korean accommodations, with all outreach materials being offered in English, Spanish, and Korean. Workshops may be in person, virtual, or hybrid as appropriate. A project website will be created, which will include materials or resources that may be beneficial to the public and updated regularly for the duration of the project.

The Project's engagement plan will utilize in-person and virtual strategies, including social media campaigns, surveys, webinars, community workshops, pop-up tabling events, and hard copy flyers to improve participation for those without Internet or cell-phone access. Community-based organizations such as Buena Park Collaborative, Korean American Center, and Korean Resource Center will be engaged to leverage local expertise in addressing challenges and engagement logistics. Engagement would include providing project materials in multiple languages (including English, Spanish, and Korean). Partnering will occur with local cultural events or culturally trusted sources, such as Spanish or Korean print media or food/farmers markets. Venues and events that may support engagement efforts with the corridor's low-income residents (i.e. food banks, food distribution events, job fairs, etc.) will be identified. At a minimum, future projects will require direct engagement with communities in webinar, survey, open house, or community meeting formats to advance design and implementation. Engagement with disadvantaged communities

2023 OC Complete Streets Project Nomination – Plan Projects

will be used to support the Equity and Displacement Analysis and will feed into the development of the project's Existing Conditions Report and Draft and Final Alternatives.

ATTACHMENT (OPTIONAL): *If available, **ATTACH** supporting documentation for community engagement, public participation/outreach, stakeholder coordination to date.*

While extensive public engagement has been conducted in prior efforts, the proposed Plan will include public engagement during preparation of the report.



Attachment 05.
Supportive Document

ATTACHMENT (OPTIONAL): *If available, **ATTACH** Letters of Support for the project.*

Refer to the attachment demonstrating partnership and support for the proposed project.



Attachment 06.
Letters of Support.pdf

Section 6C: Local Priorities - Future Implementation

Please describe how the plan will support or lead to implementation of identified projects.

If funded, this plan will develop the guiding vision that will coordinate and synchronize various local and regional efforts that will impact Orangethorpe Avenue and its surrounding communities. This will result in the direct identification of design, operational, and policy strategies that are uniquely adapted for the Orangethorpe Avenue context. Support for those strategies will be identified with an Implementation Strategy that provides guidance on funding, engagement, prioritized infrastructure improvements, and other considerations that will improve future and programmed investments along the Corridor.

Potential funding programs for future projects may include SB 1 programs such as the Local Partnership and Active Transportation Programs, as well as Greenhouse Gas Reduction Fund programs such as the Affordable Housing and Sustainable Communities and Transformative Climate Communities Programs. The top priority transportation infrastructure improvements identified in the plan will be programmed in the City's Transportation Improvement Program for delivery.

The Project is further aided by a robust public engagement process that will generate public awareness for the effort and gather community support for locally-agreed upon improvements that will also allow subsequent efforts to effectively transition to design and implementation stages for individual projects identified by this plan. Upon finalization of the Orangethorpe Avenue Complete Streets Planning Study project, engagement with stakeholders will collaboratively shift to prioritize the identification of project concepts, funding, and design.

2023 OC Complete Streets Project Nomination – Plan Projects

Section 7: Non-Scored Considerations

Please describe the applicant agency's experience delivering federal-aid projects.

The City has extensive experience delivering projects in compliance with applicable federal and state requirements. The City has experience adhering to the following federal funding requirements:

- Buy America provisions
- Americans with Disabilities Act
- Civil Rights requirements
- 49 CFR part 24
- 23 CFR part 710

The City is very knowledgeable of grant programs and leverages this knowledge to work with local partners to position projects for the best funding sources such as the Active Transportation Program (ATP), Highway Safety Improvement Program (HSIP), various Senate Bill 1 (SB 1) programs, Proposition 68 programs, California Climate Investment (Cap and Trade) programs, and economic development programs. The City also fosters relationships with Orange County Transportation Authority (OCTA), and Caltrans staff to better understand the multitude of programs available to strategize best practices for preparing and submitting successful funding applications.

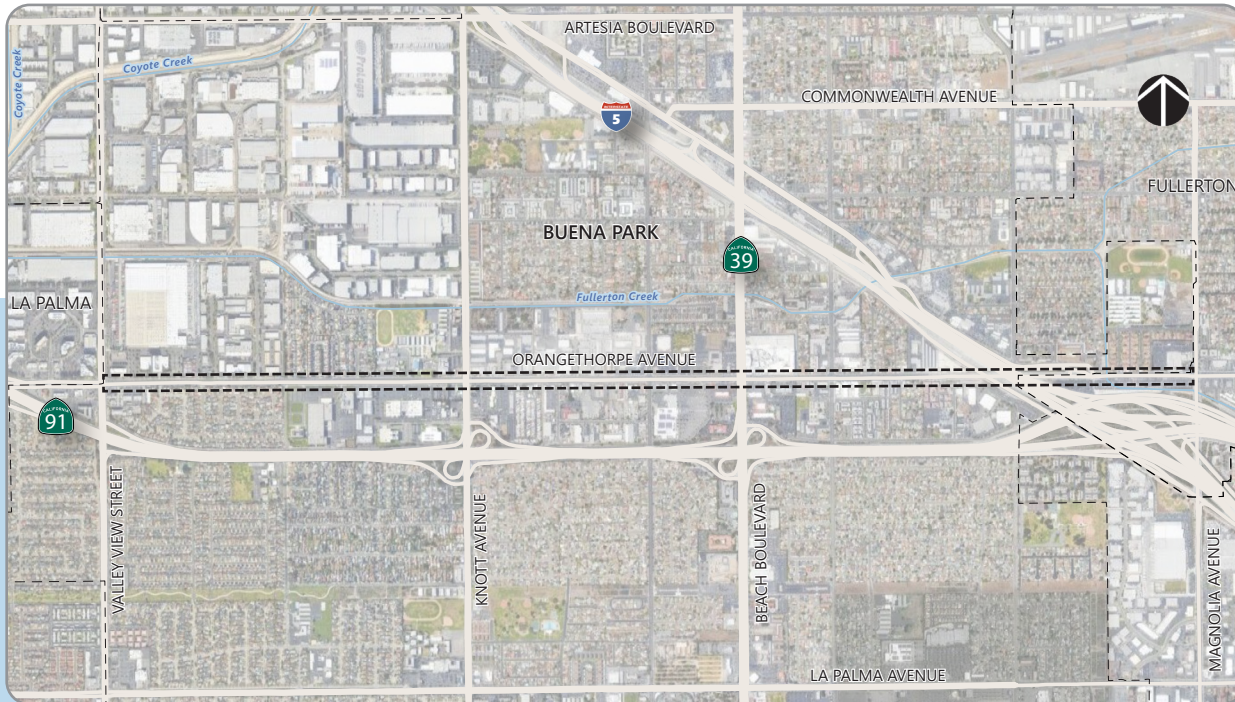
Please indicate if project implementation would require an amendment to the OCTA Master Plan of Arterial Highways.

The planning level study will evaluate potential changes to the OCTA Master Plan of Arterial Highways, however, no changes are proposed as part of this application.

Orangethorpe Avenue Complete Streets Planning Study



Implementing Agency: City of Buena Park



LEGEND

- City Boundaries
- Project Location

► PROJECT INFORMATION

The Orangethorpe Avenue Complete Streets Planning Study (Project) will include an existing conditions analysis, engagement with project stakeholders and property owners, including local disadvantaged communities, transportation solutions identification, funding next steps, and a compiled summary report to advance to subsequent stages of implementation.

The Plan will develop a safe and vibrant corridor that supports infill development, reduces the reliance on vehicle ownership, and encourages residents and commuters to walk, bike, and take local and regional transit services.

► PROJECT BENEFITS

- Creates a safe and vibrant 3-mile corridor that supports healthy and equitable communities.
- Promotes job growth and goods movement with improved connections to new housing, employment, retail, and freight delivery centers.
- Enhances multimodal opportunities to connect residents and visitors between the Fullerton Park-and-Ride, Beach Boulevard, and OCTA Bravo Route 529.
- Supports mode shift to reduce vehicle miles traveled (VMT) and automobile dependence in the local community.
- Reduces greenhouse gas emissions and improves air quality.

TOTAL COST
\$350,000



SCHEDULE



► PROJECT OUTCOMES



Expands Mobility
Options



Disadvantaged
Community Engagement



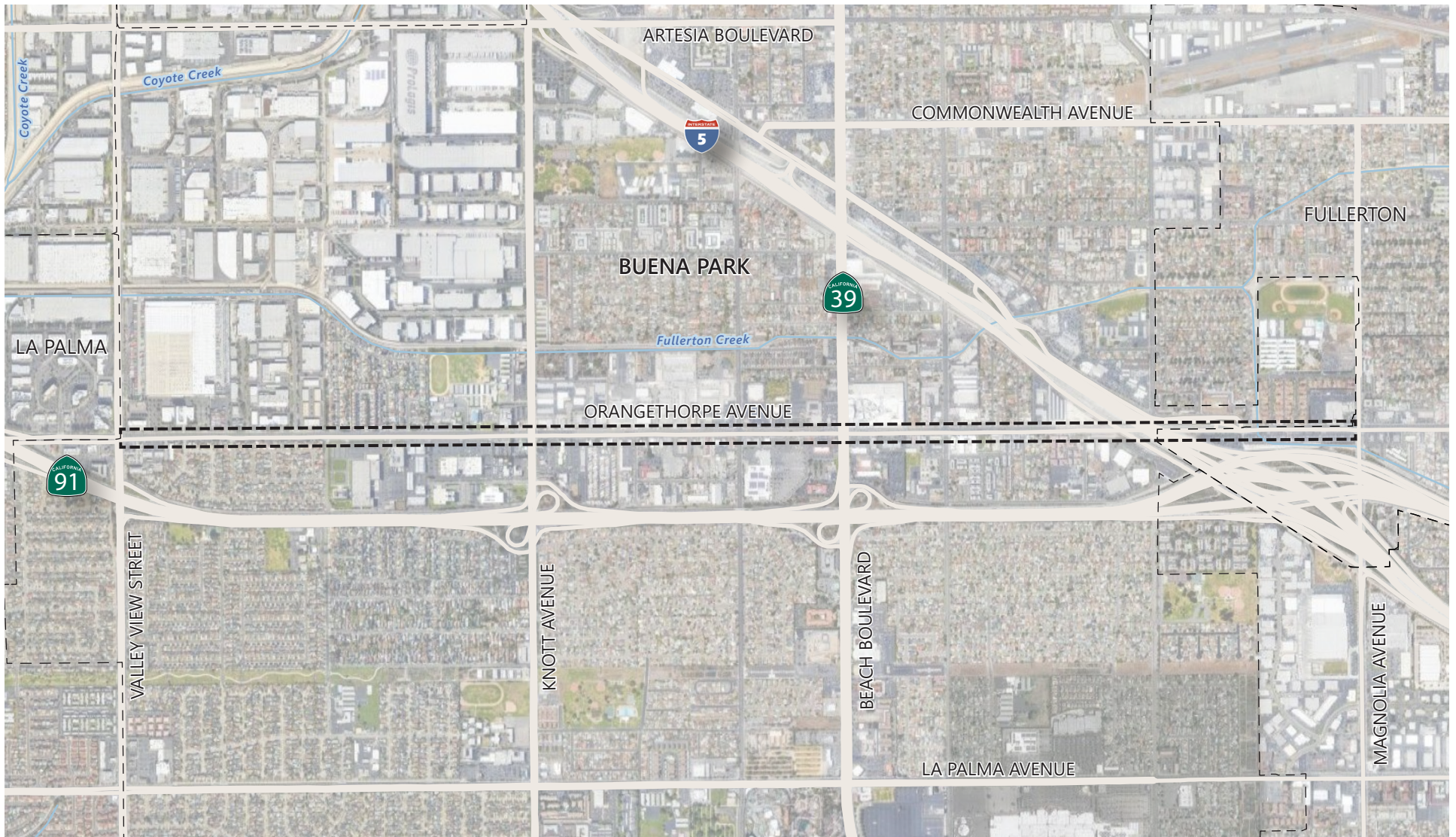
Promotes
Job Growth



New Housing
Opportunities



Promotes Health
& Wellness



Project Location Map

Orangethorpe Avenue Complete Streets Study

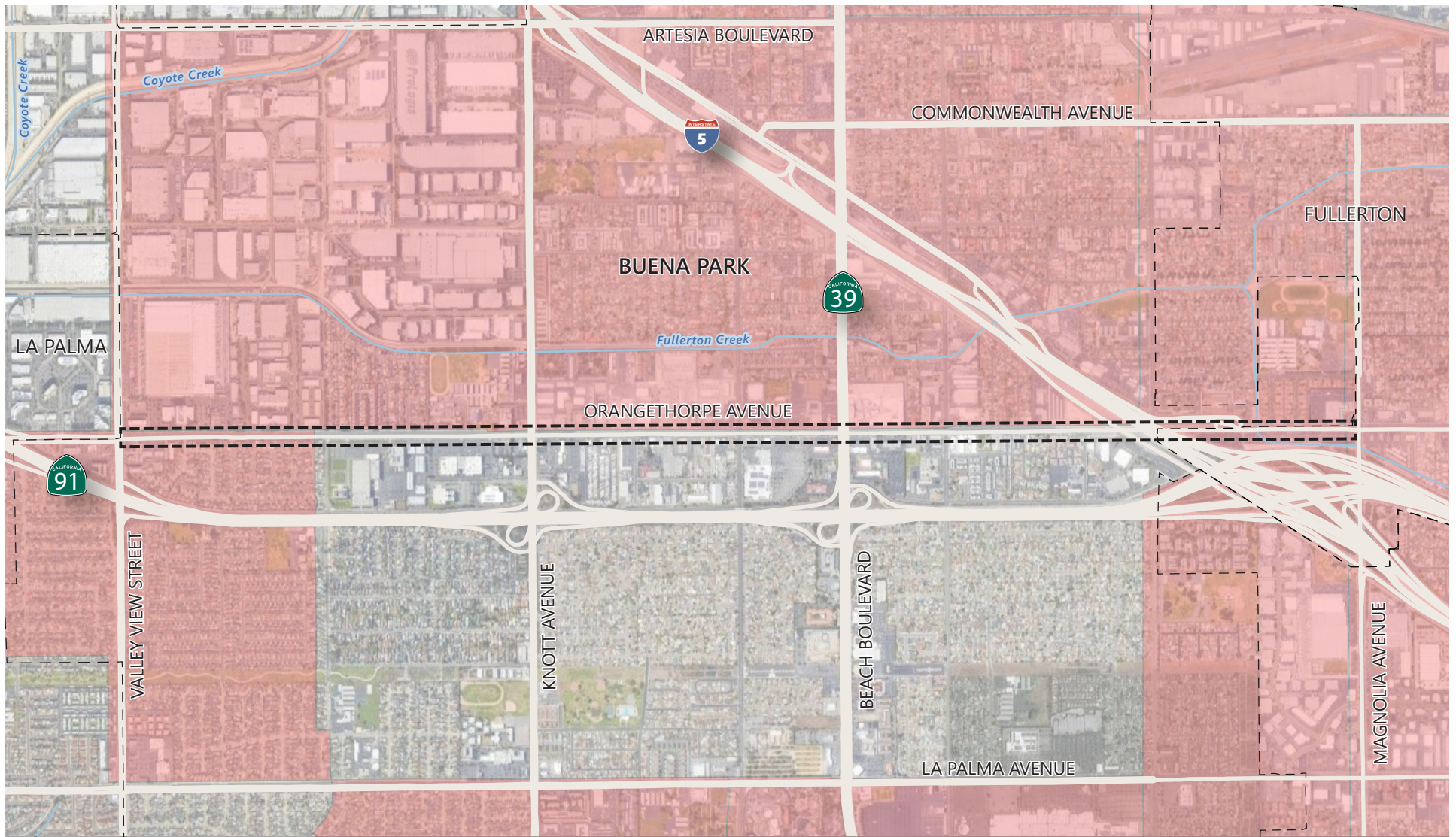


LEGEND

- City Boundaries
- Project Location



0 0.2 0.4 Miles






Project Location Map

Orangethorpe Avenue Complete Streets Study

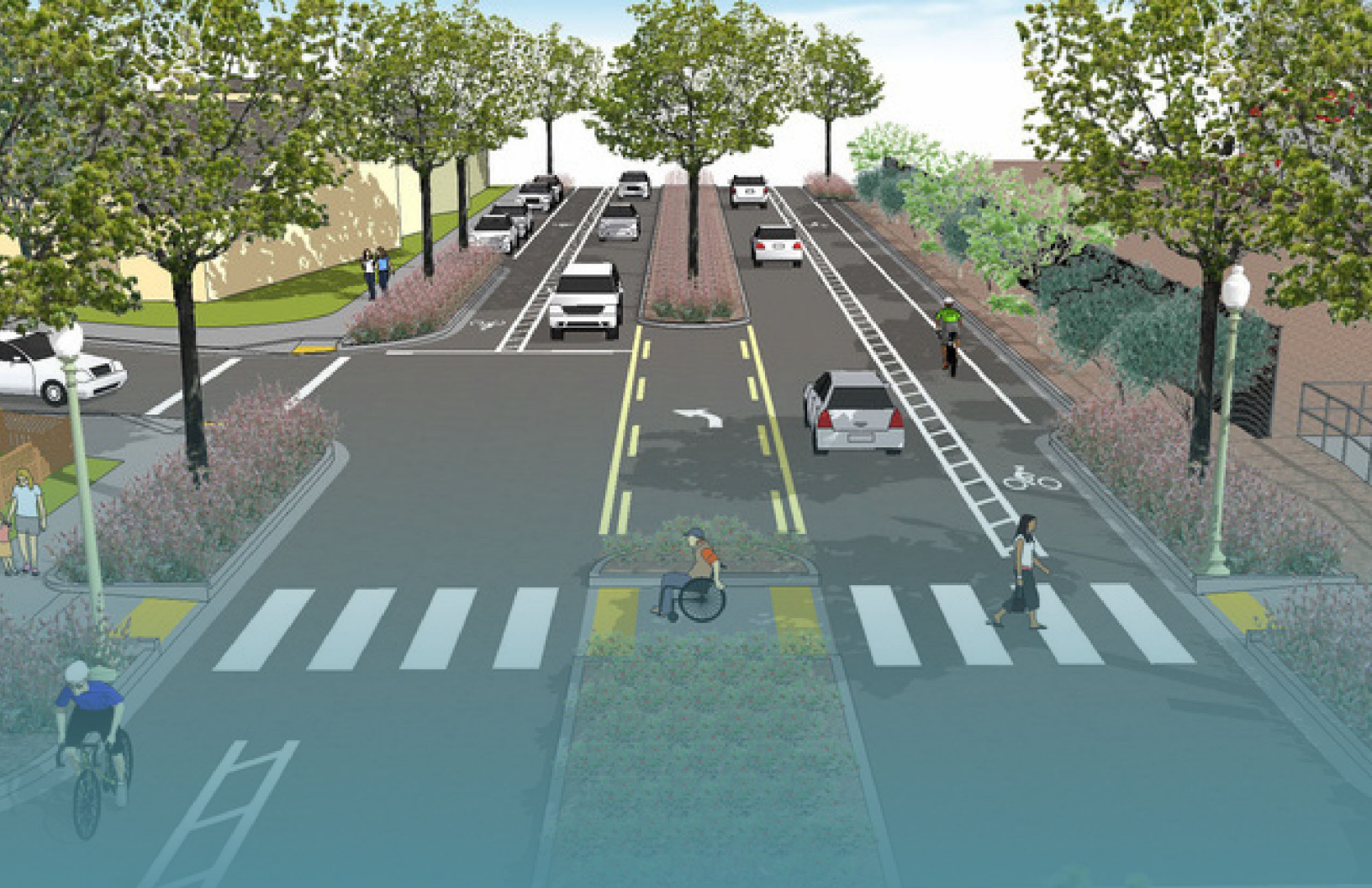


LEGEND

-  City Boundaries
-  Project Location
-  Priority Equity Community Boundaries



0 0.2 0.4 Miles



BUENA PARK

COMPLETE STREETS MASTER PLAN



BUENA PARK

COMPLETE STREETS MASTER PLAN

Based on the framework provided in the OCCSI handbook, it was determined that the streets and roadways in the City of Buena Park typically fall into one of four street types as shown on **Figure 1** and discussed below:

Mixed Land Use Corridor – These streets typically have a high volume of traffic that provide access to a multitude of different land uses, such as retail, office, and shopping center. Streets in Buena Park that fall into this category include arterials such as Knott Avenue, Beach Boulevard, Orangethorpe Avenue, and La Palma Avenue. Complete Streets components that could be incorporated on the Mixed Land Use street type include:

- consolidated business access,
- amenities for transit users,
- wider sidewalks with shade trees,
- pedestrian crossings, including mid-block crossings, and
- separated (buffered) bikeways.



Neighborhood Main Street – These are mixed-use streets designed for a mix of transportation modes, including pedestrian and sometimes bicycle. Many of these four-lane arterials in the City of Buena Park also have residential frontage along one or both sides of the street. Artesia Boulevard, Crescent Avenue, Western Avenue, and Dale Avenue are examples of this type of street. Complete Streets components that could be incorporated on the Neighborhood Main Street category include:

- reduced lane widths,
- amenities for transit users,
- wider sidewalks with shade trees,
- traffic calming features,
- pedestrian crossings, including mid-block crossings, and
- Class II or Class III bikeways.



BUENA PARK

COMPLETE STREETS MASTER PLAN

**TABLE 1: ORANGE COUNTY COMPLETE STREETS INITIATIVE
PREVALENT STREET TYPES**

Buena Park Circulation Element Streets	Mixed Land Use Corridor	Downtown	Neighborhood/ Main	Residential
Arterials				
Malvern Avenue			✓	
Stage Road			✓	
Artesia Boulevard			✓	
Commonwealth Ave			✓	
Whitaker Street			✓	
Orangethorpe Avenue	✓			
La Palma Avenue	✓			
Crescent Avenue			✓	
Lincoln Avenue			✓	
Ball Road	✓			
Valley View Street	✓			
Knott Avenue	✓			
Western Avenue			✓	
Beach Boulevard	✓			
Stanton Avenue		✓		
Dale Street			✓	
Residential Streets				
7th Street				✓
8th Street				✓
9th Street				✓
Indiana Street				✓
Gramercy Street				✓
Los Robles Avenue				✓
Val Verde Avenue				✓
Monroe Avenue				✓
San Marino Drive				✓
Holder Street				✓
Camelia Drive				✓
Primrose Drive				✓

BUENA PARK

COMPLETE STREETS MASTER PLAN

The City of Buena Park General Plan was adopted in 2010. The Mobility Element contains a general reference to Complete Streets. AB 1358 requires that cities and counties adopt a Complete Streets policy amendment to the Circulation Element (Mobility Element) of the General Plan, when the Element is being substantively revised. Recommendations for adopting a more formal policy for Complete Streets, as required by AB 1358, when the City's Mobility Element undergoes a substantive revision, are provided in a later section of this document.

BUENA PARK COMPLETE STREETS

Given the comprehensive and detailed nature of the OCCSI Design Handbook, including the depth of guidance and resources it provides, at the outset of this effort for the City of Buena Park, it was agreed that a separate Complete Streets design manual was not needed. Rather, this study would build on the policies and guidance provided in the Handbook, and apply those policies to specific implementation in the City. An effort was undertaken to identify the Complete Streets features that would be most appropriate to include on the primary street types in the City of Buena Park, and to then select candidate streets for preliminary design of those features. As part of the evaluation, the following street characteristics and functions were taken into consideration.

Bicycles

The Orange County Transportation Authority (OCTA) adopted the *Fourth District Bikeways Strategy* in February 2012. The Buena Park City Council also adopted a resolution supporting implementation of the bikeway plan within Buena Park. A copy of Resolution 12712 is provided in **Appendix C**. The document identified a list of ten regional bikeway corridors for implementation of a county-wide bikeway vision. Six of those corridors run along City streets, either through or along the perimeter of Buena Park. They consist of:

- Malvern Avenue,
- Artesia Boulevard,
- Orangethorpe Avenue,
- Crescent Avenue,
- Stanton Avenue, and
- Dale Street.



BUENA PARK

COMPLETE STREETS MASTER PLAN

The Bikeway Strategy plan also includes bikeway corridors along the Coyote Creek Trail (completed), and the Edison Transmission Line Trail. The Coyote Creek Trail, which runs through the northwestern part of the City of Buena Park, is part of the Orange County Loop (OC Loop). The OC Loop is a continuous, 66-mile walking and biking path located in the north and west portion of Orange County, which provides connections to other regional facilities, such as the Santa Ana River Bikeway, the Coastal Bikeway, and the San Gabriel River Bikeway. A copy of Figure E.1 – Fourth Supervisorial District Regional Bikeway Corridors from the *Fourth District Bikeways Strategy* document, showing the existing and proposed bikeways in the Buena Park area, is provided on **Figure 4**.

Transit

The City of Buena Park is served by OCTA Bus Routes 21, 24, 25, 26, 29, 30, 33, 38, 42/42A, and 46; LA Metro Route 460; and Anaheim Resort Transportation (ART) Route 18, which provides service between Disneyland and Knott's Berry Farms. Within the City, bus routes operate along the following arterials:

- Valley View Street,
- Knott Avenue,
- Western Avenue,
- Beach Boulevard,
- Dale Street,
- Artesia Boulevard,
- Commonwealth Avenue,
- Orangethorpe Avenue,
- La Palma Avenue,
- Crescent Avenue,
- Lincoln Avenue, and
- Ball Road.



A map depicting the bus routes that serve the City of Buena Park is provided on **Figure 5**.

Beach Boulevard Multi-Modal Mobility Action Plan

The City prepared a *Multi-Modal Mobility Action Plan* for Beach Boulevard, the purpose of which is “to provide guidance to create a safer multi-modal network within the City’s Entertainment Zone and connectivity to commercial, retail, and neighborhood streets.” The document describes proposed pedestrian improvements along La Palma Avenue and Beach Boulevard, connecting to the Edison Transmission Line Corridor, which is a proposed Class I Multi-use path and Regional Corridor, as shown in the OCTA *Fourth District Bikeways Strategy* document.

BUENA PARK

COMPLETE STREETS MASTER PLAN

The Beach Boulevard plan also discusses potential bicycle-related improvements along Orangethorpe Avenue, La Palma Avenue, Crescent Avenue, Western Avenue, Stanton Avenue, and Dale Street.

Safe Routes to School

The City's schools are separated into three elementary school districts: the Buena Park School District, which covers the area mostly north of the SR-91; the Centralia School District, which covers the neighborhoods mostly south of SR-91; and the Savanna School District, which covers the southern-most area of the City. Each of the elementary schools in the City, as well as the Speech and Language Development Center on Holder Street, have School Route Plans for pedestrians. School Route Plans identify the preferred route for pedestrians and bicyclists to follow to get to and from the schools, what side of the street to walk on, and the intersections that have marked crosswalks. These routes are mostly on residential streets, with some routes on primary and secondary arterials.

Within the Buena Park School District, these arterial and local streets are part of school route plans:

- Malvern Avenue,
- Western Avenue,
- Knott Avenue,
- 8th Street,
- 9th Street,
- Gramercy Street,
- Holder Street,
- Stanton Avenue,
- Dale Street.



Within the Centralia School District, these arterial and local streets are part of school route plans:

- La Palma Avenue,
- Crescent Avenue,
- Valley View Street,
- San Marino Drive,
- Holder Street,
- Knott Avenue,
- Ball Road,
- Lincoln Avenue,
- Stanton Avenue,
- Dale Street,
- Camelia Drive,
- Primrose Drive.



Within the Savanna School District, Holder Street is part of the school route plan.

BUENA PARK

COMPLETE STREETS MASTER PLAN

**TABLE 3: BUENA PARK COMPLETE STREETS
CANDIDATE STREET SELECTION FOCUS**

Arterials		
Focus: Multi-modal mobility and connectivity for all users.		
Priority A	Dale Street Stanton Street Orangethorpe Avenue La Palma Avenue Whitaker Street Holder Street Other Streets serving the Downtown and Entertainment Zone Areas <ul style="list-style-type: none">Crescent AvenueGrand AvenueWestern Avenue	
Priority B	Malvern Avenue Artesia Boulevard Commonwealth Avenue Stage Road Lincoln Avenue Ball Road Cerritos Avenue	
Neighborhood / Connector Streets		
Added Focus: Health and safety for children and families as they travel to and from schools and parks, community facilities, and between neighborhoods.		
Priority A: Safe Routes to School Route and FIT Committee Focus	8th Street 9th Street Indiana Street Gramercy Street San Marino Drive Holder Street Camelia Drive	Primrose Drive Franklin Street Rostrata Avenue Fullerton Street Burnham Avenue Western Avenue Kingman Avenue
Priority B: Other streets providing access to schools, parks, other community facilities and attractions (sample list)	Los Robles Avenue Monroe Avenue El Dorado Drive San Rio Drive Country Club Drive Rosecrans Avenue Kenwood Avenue	

FOURTH DISTRICT BIKEWAYS STRATEGY

FEBRUARY 6, 2012



FOURTH DISTRICT BIKEWAYS STRATEGY
OCTA - Orange County Transportation Authority

IBI Group
KTU+A

Facilitation Efforts

Communication between local agencies, bicycle advocates, and the general public was an integral part in developing the bikeways strategy. The primary elements of the Fourth District Bikeways Collaborative included the following:

- **Technical Meetings** – OCTA held three technical meetings with city and county staff to discuss the study process and recommendations. These meetings were supplemented with a series of focus area meetings involving two to three cities each to discuss technical issues and opportunities associated with specific bikeway corridors.
- **Bikeway Summits** – Three Bikeway Summits were conducted during the course of the study effort. These Summits were chaired by Supervisor Nelson, and brought together public agencies and bicycle advocates in an open forum to discuss the study efforts, progress, and recommendations.
- **Stakeholder Roundtable** – The roundtable session was conducted on Wednesday, July 20, 2011 at the Anaheim Sunkist Branch Library. Over 30 people, including members of the public, bicycle advocates, and city and county staff attended to learn about the collaborative process and to discuss key needs and opportunities for bikeway improvements within the Fourth District.
- **Open House** – OCTA conducted an Open House on Saturday, August 27, 2011 in Downtown Fullerton, timed to coincide with the Team Velocity group cycle ride, a regular cycling event that typically involves 100 to 150 participants. This open house was advertised to the cycling group and the general public. Attendees were provided the opportunity to review and comment on the proposed regional bikeway corridors and express support for their preferred corridors.
- **Online Survey** – Following the Open House, an online survey was posted on OCTA's website and made available to the public for three weeks. Between the Open House and the online survey, 108 responses were received.

Open House Survey

1. How often do you ride your bicycle?
☐ 4+ days a week
☐ 2-3 days a week
☐ Once a week
☐ Less than once a week

2. Why do you ride your bicycle (check all that apply)?
☐ Exercise/fitness
☐ Recreation
☐ Commuting

3. Do you prefer to ride?
☐ On the street – with either a striped bike lane, a signed bike route, or on a bicycle boulevard.
☐ Off street – on a paved bicycle path

4. What types of streets are you comfortable riding on (check all that apply)?
☐ Multi-lane arterial streets with a speed limit over 35 mph and no bike lane
☐ Multi-lane arterial streets with a speed limit over 35 mph and with bike lane
☐ Local streets with a speed limit below 35 mph
☐ Residential streets

5. Please rank the proposed priority corridors in order of preference (1 being first, 10 being last):

<input type="checkbox"/>	Coyote Creek Trail
<input type="checkbox"/>	Union Pacific ROW Trail
<input type="checkbox"/>	Rosecrans-Fullerton-Santa Ana River Corridor
<input type="checkbox"/>	Fullerton Station Corridor
<input type="checkbox"/>	Brookhurst-Gilbert Corridor
<input type="checkbox"/>	Brea Creek-Bascomway Corridor
<input type="checkbox"/>	Orangehorse Corridor
<input type="checkbox"/>	Orange-La Palma Corridor
<input type="checkbox"/>	Brea Mall-Clair-Santa Ana River Trail
<input type="checkbox"/>	Edison Transportation Line Corridor

6. For the corridor you ranked as your top priority, please identify why you consider this your top priority:

7. What destinations would you consider important to be accessible by bike (check all that apply)?
☐ Cal State Fullerton
☐ Brea Mall
☐ Fullerton College
☐ Knott's Berry Farm/Guerra Park Entertainment District
☐ Buena Park Metrolink Station
☐ Fullerton Metrolink Station
☐ Anaheim Metrolink Station
☐ The Anaheim Resort
☐ Anaheim Backlund Center
☐ Santa Ana River Trail
☐ San Gabriel River Trail
☐ Chino Hills State Park
☐ St. Jude Medical Center
☐ Other _____

8. Other comments:

FOURTH DISTRICT BIKEWAYS COLLABORATIVE
 OCTA - Orange County Transportation Authority
 August 2011



and La Habra, the corridor would follow Gilbert Avenue, Sunny Ridge Drive, and Idaho Street, to a northern terminus at the Union Pacific Right-of-Way corridor.

- **Coyote Creek** – This north-south Class I bikeway corridor would follow the Coyote Creek corridor from its current terminus at Hillsborough Drive south to the southern segment of the existing Coyote Creek bikeway near Valley View Avenue. The corridor is located along the OC-LA county line and traverses between counties.
- **Edison Transmission** – This east-west corridor would follow an existing Southern California Edison transmission line through Buena Park and West Anaheim to Ball Road, using Ball Road, Walnut Street and Santa Ana Street to connect with the Fullerton Station corridor on Anaheim Boulevard.
- **Fullerton Station** – This north-south corridor transitions from on-street to off-street and back to on-street, using Euclid Street, the Juanita Cooke Trail right-of-way, Harbor Boulevard, Lemon Street, Anaheim Boulevard, and Cerritos Avenue to connect La Habra, Fullerton, and Downtown Anaheim to the Platinum Triangle and the Santa Ana River. A connection to The Anaheim Resort area is also provided via Anaheim Boulevard and Disney Way.
- **Orange - La Palma** – This east-west corridor primarily consists of on-street Class II bike lanes along Orange Avenue and La Palma Avenue between Holder Street and Acacia Avenue. There is a short proposed Class I segment along Carbon Creek in West Anaheim.
- **Orangethorpe** – The east-west Orangethorpe corridor would be a Class II on-street bike lane between Valley View in the west and Melrose Street in the east. The corridor includes a spur along Stanton Avenue in Buena Park to connect to the Buena Park Metrolink Station and the Edison Transmission corridor.
- **Santa Ana River to Coyote Creek** – This east-west on-street bikeway would utilize Rosecrans Avenue, Sunny Ridge Drive, Malvern Avenue, Wilshire Avenue, Acacia Street, La Palma Avenue, and Frontera Street to connect Coyote Creek with the Santa Ana River Trail through Buena Park, Fullerton, and Anaheim. A bicycle boulevard is proposed along Wilshire Avenue in Fullerton.
- **Union Pacific Right-of-Way** – This east-west corridor is a proposed Class I off-street bikeway that would extend from the western city limits of La Habra along the Union Pacific right-of-way to the eastern city limits of Brea. The corridor provides connections to a planned Class I bikeway in Whittier on the west and an existing Class I bikeway in Yorba Linda to the east.

The improvements proposed along the ten corridors include implementing new bikeway facilities and upgrading existing facilities to provide enhanced striping, signage, or safety features for cyclists. Class I off-street, paved bikeways are proposed along off-street sections of the corridors (typically along flood control channels, through parks, or within railroad rights-of-way). On-street segments are proposed to include Class II on-street bike lanes where street, bridge, and right-of-way widths permit. In constrained locations, Class III bikeways may be provided. Selected on-street segments along lower traffic volume and lower speed streets (below 35 miles per hour) may also be candidates for bicycle boulevards. The ten regional bikeway corridors are illustrated in Figure E.1.



Table E-3 - Proposed Tier 3

TIER 3	
Corridor	Orangethorpe (Buena Park, Anaheim, Placentia)
Bikeway Priority Index	+2
Public Input	+2
Bikeway Linkages	+2
Ease of Implementation	+2
Physical Constraints	+1
Agency Support	+3
Safety - Collisions	+1
Safety – Traffic Volume	+3
Total	+16
Length (miles)	12.0
Estimated Construction Cost (millions)	\$0.87
Key Opportunities	<ul style="list-style-type: none"> • Available roadway width/right-of-way for most of corridor length • Stanton Ave spur provides connection to Buena Park Metrolink and Entertainment District
Key Constraints	<ul style="list-style-type: none"> • Rail corridor crossing has been a safety concern in the past • Roadway narrows at SR-57 interchange

Table E-4 - Proposed Tier 4

TIER 4		
Corridor	Edison Transmission (Buena Park, Anaheim)	Orange – La Palma (Buena Park, Anaheim)
Bikeway Priority Index	+1	+1
Public Input	+1	+1
Bikeway Linkages	+2	+1
Ease of Implementation	+1	+1
Physical Constraints	+1	+2
Agency Support	+2	+3
Safety - Collisions	+3	+2
Safety – Traffic Volume	+3	+2
Total	+14	+13
Length (miles)	9.6	8.2
Estimated Construction Cost (millions)	\$6.19	\$2.44
Key Opportunities	<ul style="list-style-type: none"> • Connection to Anaheim Resort from West County • Connection to existing Class I trail in La Palma and beyond to existing section of Coyote Creek Bikeway 	<ul style="list-style-type: none"> • Connects to existing bikeway in Cypress • Connects to five other Fourth District priority corridors
Key Constraints	<ul style="list-style-type: none"> • Numerous at-grade roadway crossings • Portions of Edison corridor are leased for other uses, need to gain access or find alternative path • Pavement construction 	<ul style="list-style-type: none"> • Need for safe crossing at I-5 freeway



2. REGIONAL BIKEWAYS CORRIDORS

An overview of the Fourth District regional bikeway corridors is provided in this section. These corridors provide extensive coverage of the Fourth District. The proposed corridors include key linkages to existing regional bikeway corridors (Santa Ana River, Coyote Creek, etc), as well as to major destinations within the Fourth District.

The ten proposed regional bikeway corridors are the following:

- Brea Mall - Cal State Fullerton - Santa Ana River
- Santa Ana River to Coyote Creek
- Union Pacific ROW
- Brookhurst - Gilbert
- Brea Creek - Bastanchury
- Coyote Creek
- Fullerton Station
- Orangethorpe
- Edison Transmission Line
- Orange - La Palma

2.1 Summary of Evaluation and Ranking

Each of the ten regional priority bikeway corridors identified was evaluated using a set of criteria that are consistent with OCTA's 2009 CBSP and the goals of the Fourth District Collaborative. The criteria summarized below are intended to account for a range of opportunities, constraints, and others factors that could influence the implementation of each bikeway corridor, as well as the potential benefit each bikeway corridor would provide for cyclists. The criteria are listed below:

- Bikeway Priority Index Ranking (BPIR)
- Public Support
- Linkages to Existing Bikeways
- Improving Bikeway Connectivity
- Physical Constraints
- Agency Support
- Safety (Bike Collisions)
- Safety (High Traffic Volumes)

Following the completion of the evaluation, the ten regional corridors were organized into four tiers to help guide OCTA, the County, and cities in the pursuit of funding opportunities and the implementation of bikeway improvements. The first tier of projects includes three regional corridors, which have been designated as the "focus corridors" for implementation and inclusion in grant funding applications. The evaluation process determined that these corridors would provide the greatest potential benefit to cyclists in terms of regional connectivity and access to key destinations, while also possessing significant agency support and limited physical or jurisdictional constraints that could hinder implementation. The remaining three tiers of projects include corridors that have constraints that may necessitate additional coordination and time.



Orangethorpe Corridor

Distance:

12 miles

Jurisdictions:

Buena Park, Fullerton, and Anaheim

Existing Conditions:

Constructed miles:

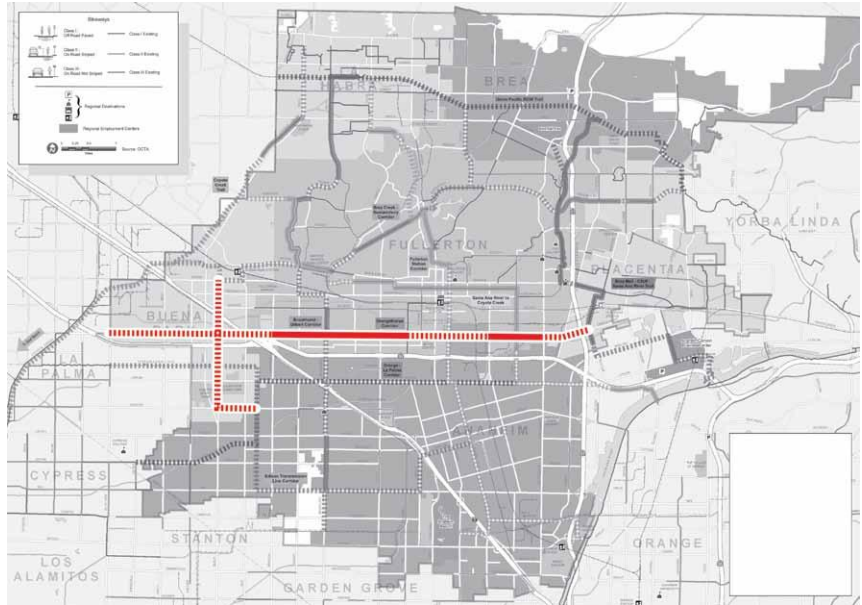
Class II - 2.2

Planned miles:

Class II - 9.8

Estimated Cost:

\$0.87 million



Overview

The proposed Orangethorpe Corridor would travel east and west along Orangethorpe Avenue, parallel to the SR-91 Freeway and through the cities of Buena Park, Fullerton, and Anaheim. This proposed Class II on-street striped bikeway would follow Orangethorpe Avenue from the western boundary of Buena Park to Placentia. A spur along Stanton Avenue in Buena Park between Artesia Boulevard and Crescent Street is also proposed.

Opportunities, Constraints, and Estimated Costs

The corridor spans a total of 12 miles with an estimated construction cost of \$0.87 million. There is about 2.2 miles of existing Class II bikeway in the corridor. Most of the corridor provides available roadway width and right-of-way to implement Class II bike lanes, allowing for ease of implementation. However, the roadway narrows at several intersections and the SR-57 freeway interchange and along Stanton Avenue, which can be a safety concern. Another key obstacle is the rail corridor crossing, which has been identified as a safety issue in the past.

Major Regional Destinations

Major regional destinations include the Buena Park Metrolink Station, Buena Park's Entertainment Corridor, Knott's Berry Farm, the Fullerton Transportation Center, and Fullerton park-and-ride lot.



4.2 Class II Bike Lane Guidelines

Class II bike lanes provide a striped lane for one-way bike travel on a street or highway. Installed along streets in corridors where there is significant bicycle demand, and where there are distinct needs that can be served by them. In streets with on-street parking, bike lanes are located between the parking area and the traffic lanes.

Class II bike lanes are typically have a five-foot minimum width for bike lanes located between the parking area and the traffic lanes and a four foot minimum width if no gutter exists. With a normal two foot gutter, the minimum bike lane width is five feet.

4.2.1 Common Issues

Class II facilities are located on highways and must share the road with motor vehicles. The most common issue associated with Class II bike lanes is safety. Traveling adjacent to motor vehicles, especially along high-speed corridors increases the risk of motor vehicle and bicycle related collisions and injuries. Other safety issue concerns include:

- **Steep grades** – bicycle lanes are not advisable on long, steep downgrades, where bicycle speeds greater than 30 miles per hour are expected.
- **Parking lanes** – bicycle lanes are typically located between the parking lane and vehicle traffic lane, which creates unsafe conditions when vehicles are looking to park.
- **Limited Right-of-Way** – Roadways ideal for bike lanes but with limited right-of-way can be an issue. Many roadways that are suitable for Class II bicycle lanes are located adjacent to residential or commercial uses which allow on-street parking.
- **Visibility** – visibility of cyclists on roadways or at intersections, especially freeway ramps.

4.2.2 Opportunities and Potential Treatment

There are several design options and potential treatments to increase the safety of Class II facilities.

Colored Bike Lanes

Color is applied to bike lanes to enhance the visibility of cyclists on bike lanes or the bike lanes themselves. Color can be applied to the entire bike lane or at high-risk locations where motorists are permitted to merge into or cross bike lanes. These improvements may be applicable on roadways with high traffic volumes, limited right-of-way, or as a branding tool. Portions along Rosecrans Avenue, Brookhurst Street, Gilbert Street, Orangethorpe Avenue, or Mira Loma are all potential candidates.

Design Guidelines:

- Signage and dimensional guidelines are the same as a Class II bike lane
- Avoid using blue which is commonly designated for disabled users. Green is the standard color for testing colored bike lanes.

Recommendations:

- Provide additional signage with matching color
- Use color and markings consistently
- Consider different coloring materials based on the location of the bike lanes, amount of traffic, road and weather conditions



B.1 Population

Figure B.1 illustrates population density within the Fourth District. Higher population densities are observed in the following areas:

- **Anaheim** – Downtown Anaheim and vicinity; West Anaheim, particularly along Lincoln Avenue and Ball Road corridors
- **Brea** – Densities are generally higher near the Brea Mall and Downtown Brea areas
- **Buena Park** – Areas surrounding the Buena Park Metrolink station
- **Fullerton** – Near Downtown and to the west of Downtown
- **La Habra** – Central La Habra, particularly along La Habra Boulevard
- **Placentia** – Areas immediately east of State Route 57 and along the Chapman Avenue corridor

Areas with higher population density within the Fourth District correlate well with the proposed regional bikeway corridors. Many of the areas noted in the bullets above are served by more than one potential regional bikeway corridor.

B.2 Employment

Employment density is shown in Figure B.2. The following areas are observed to have higher levels of employment density:

- **Anaheim** – Downtown Anaheim and vicinity; the Anaheim Resort area; Platinum Triangle; and Anaheim Canyon areas
- **Brea** – Brea Mall and Downtown Brea
- **Buena Park** – The Entertainment District and Orangethorpe corridor are key employment areas
- **Fullerton** – Cal State Fullerton and Fullerton College are key employment areas, along with the Orangethorpe corridor between Lemon and Placentia
- **La Habra** – Densities are highest near the intersection of Beach Boulevard and Imperial Highway
- **Placentia** – Yorba Linda Boulevard has high employment densities within the city

There is significant overlap between areas with high observed employment densities and proposed regional bikeways in the Fourth District. OCTA has recognized the important role cycling trips can fulfill within the overall regional goal to reduce vehicle miles traveled and auto trips. All areas identified in the Fourth District with an employment density over 20,000 employees per square mile are served by at least one of the proposed regional bikeway corridors.



B.3 Bicycle to Work Trips

Building on the population and employment density data, the analysis also examined information available from OCTA and the United States Census American Community Survey to identify areas with high rates of bicycle to work trips within the Fourth District. Figure B.3 illustrates this information.

In examining this data, several observations can be highlighted:

- Several areas in Anaheim show high numbers of bicycle commute trips. Observed areas include residential neighborhoods around the Anaheim Resort area, in West Anaheim along Orange Avenue, and in Central Anaheim along Anaheim Boulevard and La Palma Avenue.
- As would be expected, residential areas around Cal State Fullerton show high bicycle to work trips. It would be anticipated that there are also high numbers of bicycle to school trips in this area.
- High numbers of bicycle commute trips are observed in La Habra, particularly along the Idaho Street and Euclid Street corridors.
- Within Buena Park, residential areas north of Orangethorpe Avenue generate high numbers of bicycle commute trips.

This existing data on bicycle commute trip origins is helpful in identifying corridors that would be best suited to serving bicycle commuters. These corridors would typically include Class II on-street corridors that would provide connections to employment centers. The data highlight potentially important commute trip connections along Orangethorpe Avenue, Euclid Street, La Palma Avenue, Ball Road, and Anaheim Boulevard.



B.4 Origin-Destination

OCTA staff analyzed the demographic information summarized above to identify areas within the Fourth District that would be anticipated to have higher than typical bicycle trip origins and destinations. These areas are forecast to generate and/or attract a higher number of bicycle trips, based on a variety of factors (density, existing commute trip patterns, access to bikeways, etc). Figure B.4 illustrates the results of this analysis and includes an overlay of a ¼ mile buffer around each of the ten proposed regional bikeway corridors.

Key areas for bicycle trip origins and destinations by city include the following:

- **Anaheim** – Anaheim Canyon, Anaheim Resort, Platinum Triangle, Downtown Anaheim
- **Brea** – Brea Mall and Downtown Brea areas
- **Buena Park** – Stanton Avenue and Orangethorpe Avenue corridors
- **Fullerton** – Downtown Fullerton, the Orangethorpe Avenue corridor, and Cal State Fullerton
- **La Habra** – Central La Habra, particularly along the Union Pacific right-of-way
- **Placentia** – Residential areas east of Cal State Fullerton and State Route 57

Screened back within Figure B.4 are areas with high forecast bicycle trip origins and destinations outside of the ¼ mile buffer around the regional bikeway corridors. These areas include central Placentia, the Platinum Triangle in Anaheim, and areas within Buena Park, La Habra and Brea. These forecasts highlight the importance of local bikeway connections in addition to the regional corridors, allowing more cyclists to complete their desired trips along an established bicycle facility.





ORANGE COUNTY'S BIKE + PED PLAN



DECEMBER 2019
Prepared for: Orange County Transportation Authority
Prepared by: IBI Group with KTUA, PlaceWorks, and Arellano Associates





1

COMMUNITY OUTREACH

The overall approach to community outreach and community involvement for OC Active was focused on the following objectives:

- ✓ Attend established community events and create unique engagement opportunities at many events instead of hosting a limited number of open house events.
- ✓ Conduct outreach with geographic representation throughout the County.
- ✓ Maximize participation in events that were located in disadvantaged communities and/or that had a health and wellness purpose.
- ✓ Provide unique family-friendly events in collaboration with health, education, and law enforcement partners.



Consistent with state requirements and project goals, a robust program of public engagement was developed to solicit community input and promote the project efforts by OCTA. Public engagement occurred between February 2017 and October 2018. Feedback was solicited on active transportation needs and priorities to help inform the analysis. The project team reached out to Orange County residents through numerous outreach events and surveys as described below:

- ✔ Completed two online public surveys related to walking and biking, resulting in over 1,500 responses
- ✔ Hosted project website and social media presence using project branding (OC Active)
- ✔ Attended 76 community events and festivals for survey input and promotion through the Summer and Fall of 2017
- ✔ Developed the Chalk, Walk & Roll Contest where elementary, middle, and high schools could win a donated skateboard or bicycle rack through artwork submission in Fall 2017
- ✔ Partnered with the Anaheim Police Department for the “Cruise with a Cop” community safety event at Maxwell Park in the City of Anaheim on March 24, 2018.
- ✔ Partnered with Orange County Healthcare Agency, local cities, schools, and law enforcement to facilitate the Walk to School Day participation by five local elementary schools on October 10, 2018

Key Emerging Themes

As a result of this engagement, the public shared significant input to inform the development of OC Active. At our various public engagement activities, the public noted strong interest and support for providing enhancements to encourage bicycle and walking activities throughout the county. Many participants were interested in learning when they could expect improvements and enhancements in their community. A number of participants expressed the desire to see improvements soon as a means to addressing safety concerns within their communities. The following emerging themes were conveyed during public engagement:

- ✔ Interest in better connections to parks, downtown areas, schools, jobs & retail centers, and transit.
- ✔ Preference for more and improved crosswalks, better nighttime lighting, and more shade/landscaping for people walking.
- ✔ Preference for separated bikeways and buffered bike lanes for people bicycling.
- ✔ Desire for educational campaigns addressing motorist, pedestrian, and bicyclist behaviors including safety concerns.
- ✔ Request for an online portal providing maps and information on bike facilities and biking events.

Each of the main outreach activities is highlighted in this section. A complete summary report of the outreach process, survey results, and summary of input received is provided in the Appendix.

1.1 Outreach Events

To promote the “OC Active” online survey (Typeform) between August 2017 and December 2017, the project team hosted seventy-six (76) project booths at community events, festivals, and meetings throughout OC. The project team’s attendance at events was promoted through the project Facebook page: <https://www.facebook.com/OCAActive>. The project team also posted pictures of public interaction at events on the Facebook page. At each event, the project team informed the public of the OC Active strategy and provided tablets for individuals to participate in the survey. At each booth, the project fact sheet and OC Bikeway Guide were distributed. The project team also displayed OCTA branded giveaways to attract more visitors to the booth and incentivize them to complete the survey. Figure 1.1 is a density map showing where the outreach team attended events with concentration in state-designated disadvantaged communities.



The complete OC Active Outreach Report is provided in the Appendix and includes a table listing all of the events attended.

1.2 Online Outreach

In addition to the in-person community events, the outreach effort for OC Active included a robust online and social media presence. OCTA hosts an OC Active page on their website, where project materials and information were posted for public access. OCTA also established and maintained a Facebook page for OC Active. Photos from various community events and project outreach were posted on the Facebook page to publicize the events. The voting for the Chalk, Walk & Roll contest was also conducted through the Facebook page.



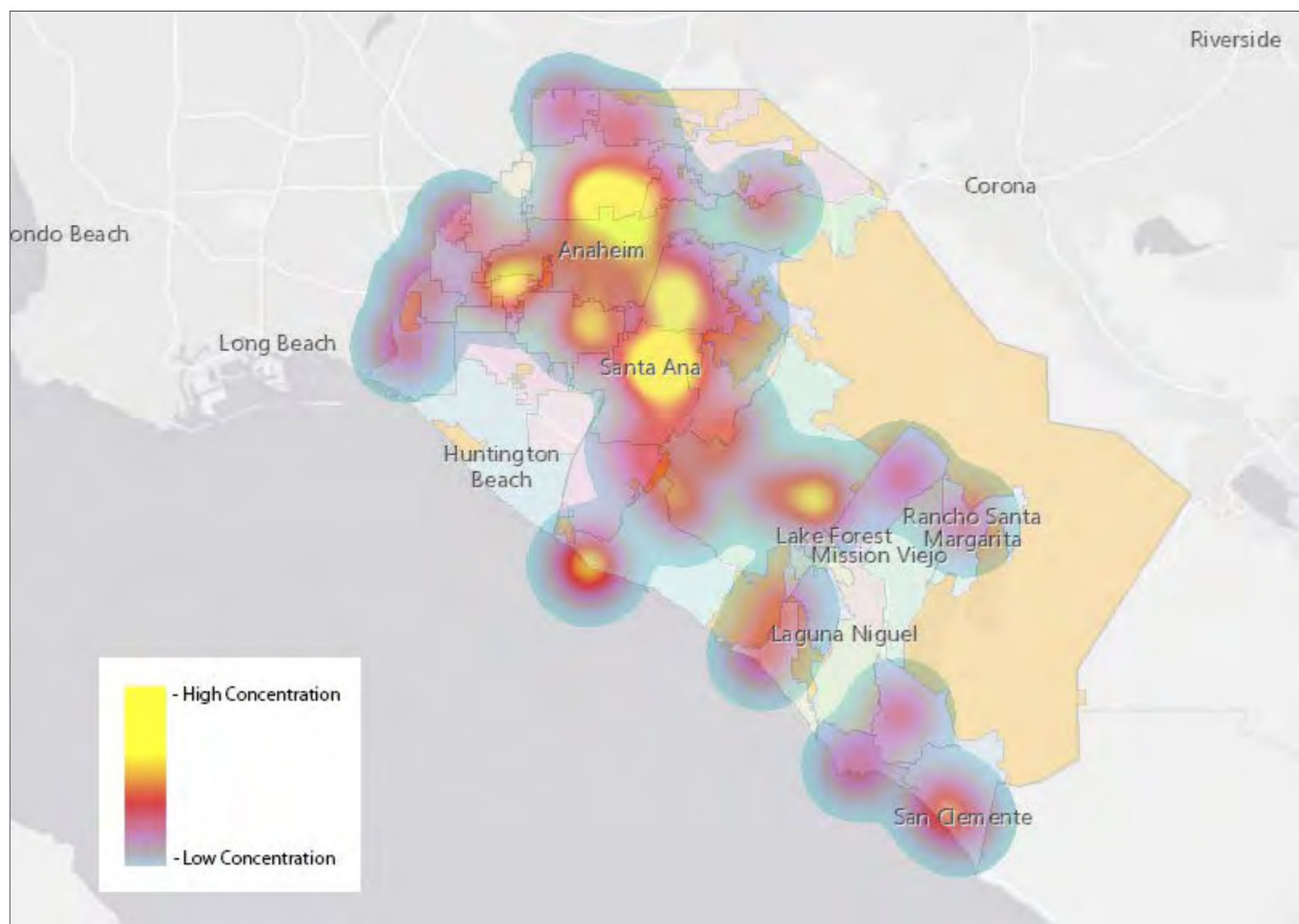


Figure 1.1 – Event Density Map

1.3 Community Survey

In May 2017, OCTA launched an online, interactive survey to engage the public in areas and methods for improvement to the pedestrian realm. The survey was promoted on the OC Active Facebook page and through OC Active booths at the outreach events mentioned in Section 1.1. Over a span of approximately eight months, the project team collected over 1,300 responses through the survey. The survey included questions on general and specific areas to improve pedestrian travel. A total of 418 participants provided their email for further project updates. In addition, upon completion of the online survey, visitors were forwarded to an interactive map where they could pinpoint specific locations in OC and provide comments.

Please see the Outreach Report in the Appendix for a full breakdown of survey results. Figure 1.2 highlights the results of the 2017 community survey.

In September 2018, OCTA launched a second, interactive survey with questions pertaining to both pedestrian and bikeway improvements. The survey was promoted on the OC Active Facebook page, through OC Active booths at outreach events listed in Chapter 2.12 and through the Stakeholder Working Group. Over a span of approximately two months, the project team collected approximately 450 responses to the 2018 community survey. The survey included questions on bikeway and pedestrian investment preferences, biking habits, and factors that discourage biking. 68 participants provided their email for further project updates.

The 2018 survey found that respondents prioritized investment in:

- Separated bikeways over other bikeway types
- Physical improvements to both bicycle and pedestrian facilities
- Pedestrian improvements such as more time to cross at traffic signals and wider sidewalks
- Educational programs that include safe driving, bicycling, and walking behavior.

With regards to biking habits, most respondents:

- Ride their bike recreationally
- Ride their bike 3 miles or less one way.
- Prefer a cruiser bike or comfort bike

The survey also found that the top two factors that discourage biking were related to cars. Over half of respondents were either not comfortable next to traffic or worried about motorist speeds. Please see the Appendix for a full breakdown of the 2018 survey results.

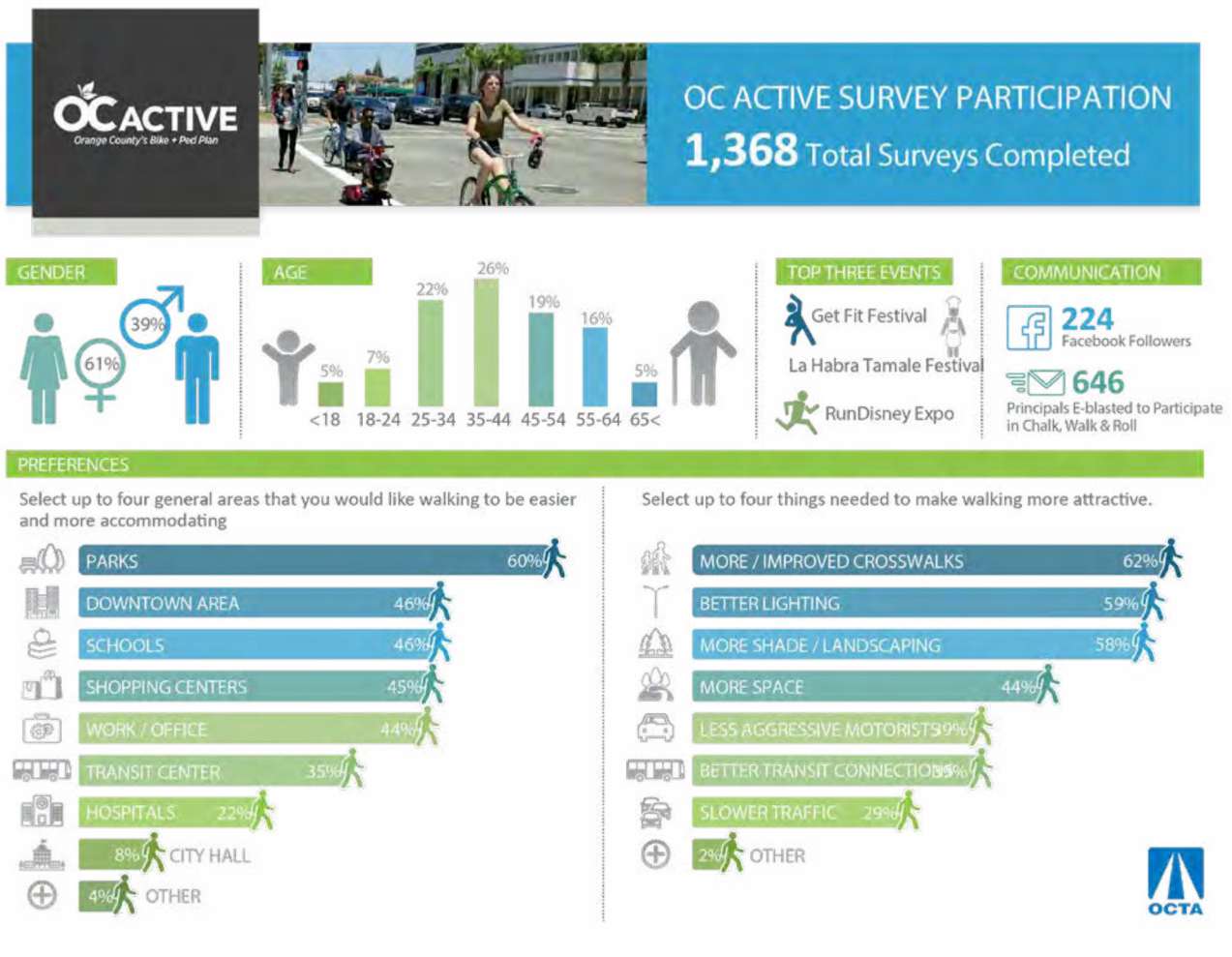


Figure 1.2 – 2017 Community Survey Results

1.4 Stakeholder Working Group

A key element of the community outreach effort was the formation of a Stakeholder Working Group (SWG). The SWG included invitees consisting of Caltrans, city and county staff (both planning and engineering), local active transportation advocates, and public health advocates. The composition of the SWG membership was intended to be broad and inclusive to a wide variety of backgrounds, interests, and professional roles. This helped to ensure that a diversity of perspectives and opinions were provided and heard during the development of OC Active.

Key goals for the SWG included the following:

1. Provide recommendations on technical and strategic decision points during development of OC Active.
2. Identify potential outreach activities for engagement with the public to solicit input on the survey tool.
3. Promote OC Active to membership lists.

SWG members consisted of the following organizations:

Government:

- | | | |
|-----------------------------|---------------------------|--|
| 1. City of Aliso Viejo | 8. City of Irvine | 15. City of Yorba Linda |
| 2. City of Anaheim | 9. City of La Habra | 16. Caltrans |
| 3. City of Brea | 10. City of Lake Forest | 17. OC Parks |
| 4. City of Buena Park | 11. City of Newport Beach | 18. OC Public Works |
| 5. City of Costa Mesa | 12. City of Santa Ana | 19. OC Health Care Agency |
| 6. City of Garden Grove | 13. City of Tustin | 20. OC Department of Education |
| 7. City of Huntington Beach | 14. City of Villa Park | 21. Orange County Council of Governments |

Community Organizations and Service Providers:

- | | | |
|--|--------------------------------------|--|
| 22. Alliance for a Healthy Orange County | 24. Orange Coast College Food Riders | 26. Safe Routes to School National Partnership |
| 23. Blue Shield | 25. OC Department of Education | 27. St. Jude Medical Center |

Industry and Community Groups:

- | | | |
|---|-------------------------------------|------------------------------|
| 28. California Bicycle Coalition | 31. Orange County Bicycle Coalition | 34. Santa Ana Active Streets |
| 29. Irvine Bicycle Club | 32. Orange County Wheelman | |
| 30. OCTA Citizens Advisory Committee Bicycle/ Pedestrian Subcommittee | 33. People for Housing | |

The SWG met three times during the development of OC Active. A summary of the agenda and key outcomes of these three meetings is provided in the following subsections.

1.4.1 SWG Meeting #1

The first SWG meeting was conducted in September 2017. This meeting provided attendees with an overview of the OC Active goals and objectives, the project schedule, and key element of the work scope. Discussion with the SWG members focused on the criteria that would be utilized for the pedestrian focus modeling and identification of areas of emphasis for pedestrian improvements throughout Orange County and on a city-by-city basis. The project team also provided an update on the status of the community outreach effort.

1.4.2 SWG Meeting #2

The second SWG meeting occurred in February 2018. Agenda topics for this meeting included a review of the finalized pedestrian modeling criteria, an overview of proposed regional bikeways and requests for comment from attendees, and a review of the outline for the bicycle and pedestrian best practices toolkit that would be included within OC Active. The project team also presented a summary of the completed outreach efforts conducted in 2017.

1.4.3 SWG Meeting #3

The final SWG meeting occurred in May 2018. This meeting discussed draft criteria for the prioritization of local bikeways projects, order of magnitude cost estimates prepared by the project team for bicycle and pedestrian improvements, the proposed regional bikeway network and combined projects, funding opportunities for active transportation improvements, and a review of completed and pending outreach efforts.

1.5 Chalk, Walk & Roll Contest

To promote project awareness and to encourage safe walking and bicycling, the project team developed an art contest for Orange County schools. All elementary, middle and high schools located in Orange County were eligible to participate in the contest. Contestants were asked to design and implement a chalk drawing reflecting the “walk and roll” theme at their school and submit photographs online to enter the contest. The winning schools were determined by the number of votes received on social media (OC Active Facebook Page).

646 schools were invited to participate in the chalk contest with seven (7) schools submitting entries in two categories. The winners for high school and middle school contests received 426 and 313 Facebook votes respectively. The project Facebook page was utilized extensively to promote the contest through frequent promotional posts and paid advertisements. In addition to the art contest, the online community survey was promoted on the project Facebook page as well, which resulted in directing many contest participants to the survey page. Based on the survey results, 5% of survey participants were from the “under 18” age group; significantly higher than the average for this age group which is typically around 1%.



Figure 1.3 is an infographic highlighting the Chalk, Walk & Roll Contest and OC Active Facebook page activities.

1.6 Cruise with a Cop Event

Enhancing the partnership between police departments in Orange County and the community was another key objective of the OC Active community outreach effort. To encourage safe walking and bicycling, the project team partnered with the Anaheim Police Department, Orange County Health Care Agency (OCHCA), and the City of the Anaheim Community Services Departments to hold the Cruise with a Cop event at Maxwell Park in Anaheim. Direct outreach was conducted to the closest five elementary schools with take home flyers for the approximate 4,000 attending students. In addition, the project team coordinated flyer placement at Maxwell Library, direct signage along the bike paths and trail around the park, and a promotional banner at the baseball field at Maxwell Park. Moreover, the project Facebook page and Anaheim's PD Facebook page were utilized to promote the event through frequent promotional posts.



The event took place on Saturday March 24th, 2018, and over 75 kids and parents participated. The project team set up five (5) activity stations at Maxwell Park. The Anaheim Police Department had a free helmet station to distribute helmets funded by the state Office of Traffic Safety. Approximately 50 helmets were distributed to youth attending the event. Anaheim Community Services also set up an informational booth giving out information about community events. At the OCHCA booth, kids learned about helmet safety by taking part in an activity where they could drop an egg into a bucket to demonstrate how helmets would protect their head. The project team had two stations. At the first station, they discussed the OC Active plan and general OCTA information. The second station was an activity station where kids could decorate their new helmets with stickers and paint. At the activity station there was also a giant vinyl of a bus, provided by OCHCA, where kids decorated and painted images related to active transportation. These activities were followed with a bike cruise around Maxwell Park led by the Anaheim PD's traffic mascot, Oscar el Oso.

The Outreach Report in the Appendix includes more photographs of the Cruise with a Cop event and promotional Facebook posts.



OCTA hosted a Chalk, Walk and Roll contest to promote safe travel by students walking and bicycling in their neighborhoods and to/from school.



Submissions received from:

- Jeffrey Trail Middle School
- Valley High School
- Donald S. Jordan Intermediate School
- Orchard Hills Middle School
- Beckman High School
- Century High School
- USC College Prep



High School Winner received

426
FACEBOOK VOTES

Middle School Winner received

313
FACEBOOK VOTES



OC Active Facebook Page



224 Likes



232 Followers



3 Paid Facebook Advertisements



77 Facebook Posts



6 Videos



9,000 People Reached



Figure 1.3 – Chalk, Walk & Roll OC Active Contest

1.7 Walk to School Day Events

To collect more feedback on pedestrian and bikeway improvements while raising the awareness of the OC Active Project, the project team partnered with the Orange County Health Care Agency (OCHCA) to participate in the annual International Walk to School Day, which promotes walking or biking to school. The project team engaged with five (5) schools across Orange County:

- Diamond Elementary School, City of Santa Ana
- Rossmoor Elementary, Unincorporated County of Orange (Rossmoor)
- Benson Elementary School, Unincorporated County of Orange (Tustin)
- Los Positas Elementary School, City of La Habra
- San Juan Elementary School, City of San Juan Capistrano

To promote the Walk to School events, the project team developed a take-home flyer and a media release for each school. In addition, a social media toolkit was prepared that provided ready-made social media text for schools to promote the event on their Facebook and Twitter pages.

The events took place on Wednesday, October 10, 2018, and over 500 students and parents participated across the five schools. Students, teachers, parents, law enforcement and community members met at nearby parks before walking a few blocks to their respective schools. At each of the schools, the project team set up a table with general OCTA information, OC Active fact sheets, and project materials to engage with school faculty, youth and parents as they arrived on campus. Display-board versions of the “OC Active Rolling and Walking Survey” were displayed. Students and parents were encouraged to complete the survey using sticker voting or digital entry on tablets.



The Outreach Report in the Appendix includes pictures of the Walk to School events and promotional items.

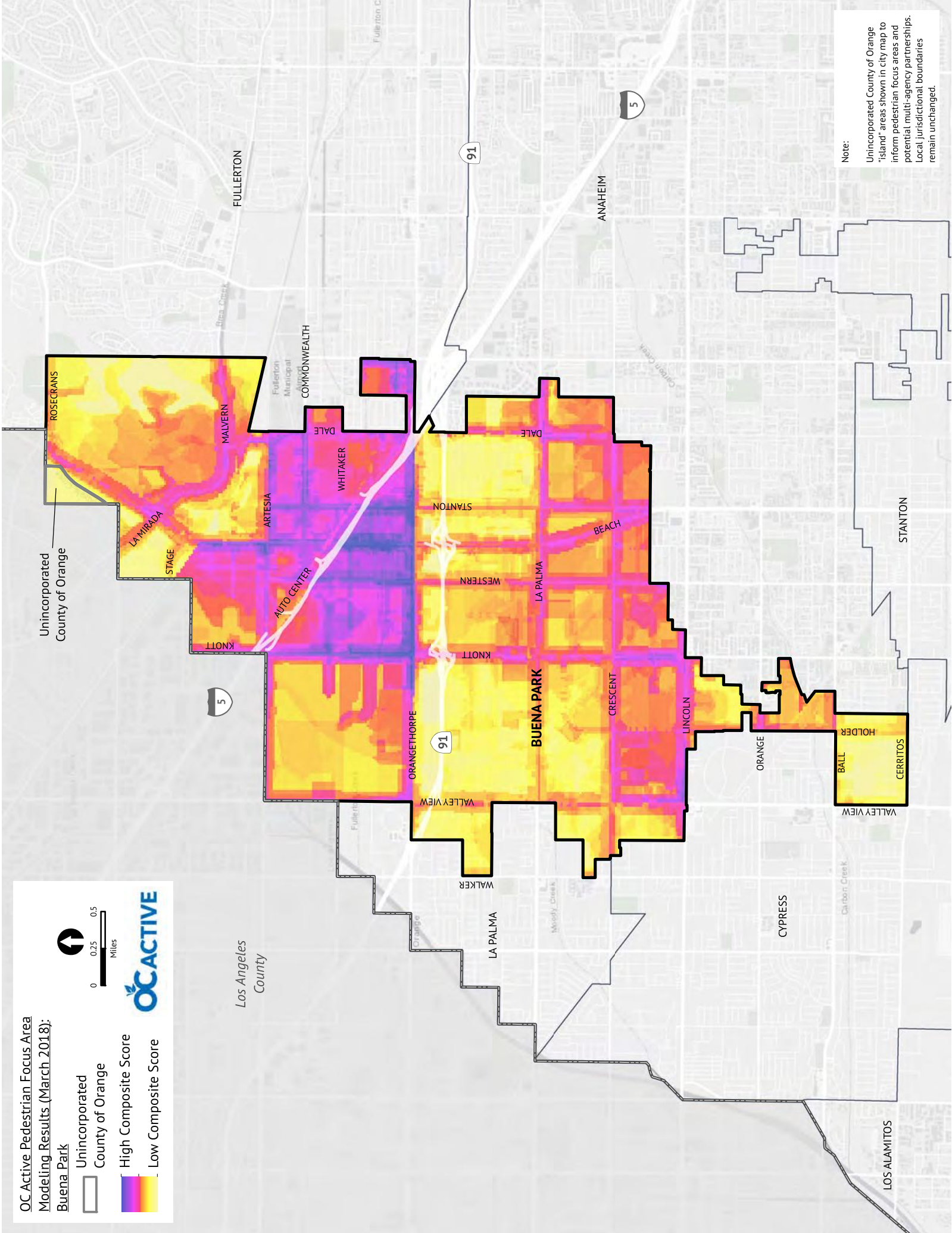
OC Active Pedestrian Focus Area
Modeling Results (March 2018):
Buena Park

Unincorporated County of Orange

High Composite Score





Low Composite Score

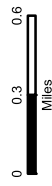
0 0.25 0.5 Miles



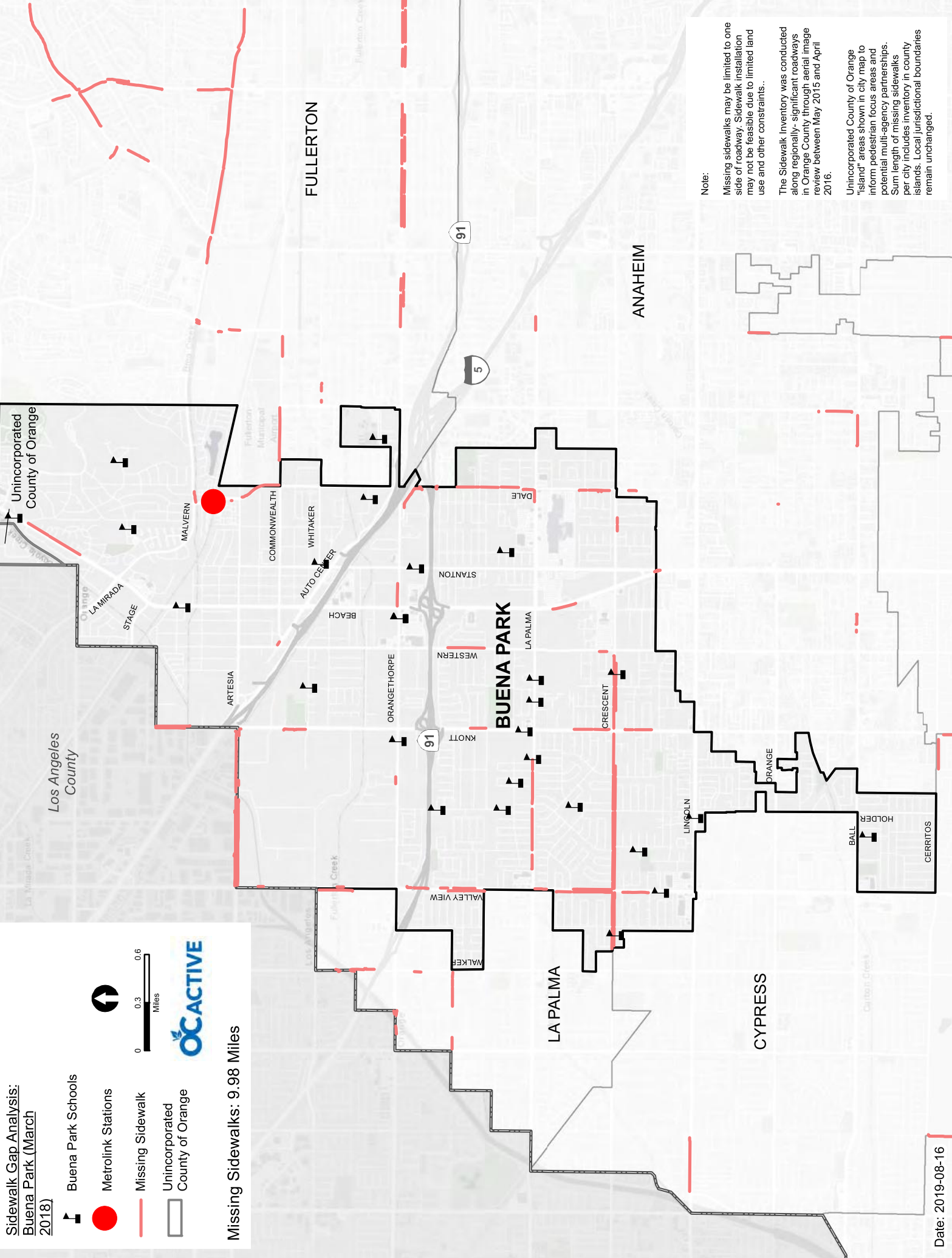
Note:
Unincorporated County of Orange "island" areas shown in city map to inform pedestrian focus areas and potential multi-agency partnerships. Local jurisdictional boundaries remain unchanged.

**Sidewalk Gap Analysis:
Buena Park (March
2018)**

-  Buena Park Schools
-  Metrolink Stations
-  Missing Sidewalk
-  Unincorporated County of Orange



Missing Sidewalks: 9.98 Miles



Note:

Missing sidewalks may be limited to one side of roadway. Sidewalk installation may not be feasible due to limited land use and other constraints..

The Sidewalk Inventory was conducted along regionally - significant roadways in Orange County through aerial image review between May 2015 and April 2016.

Unincorporated County of Orange "island" areas shown in city map to inform pedestrian focus areas and potential multi-agency partnerships. Sum length of missing sidewalks per city includes inventory in county islands. Local jurisdictional boundaries remain unchanged.



DIRECTIONS 2045

LONG RANGE TRANSPORTATION PLAN

Sustainable, Equitable, and Innovative Transportation Solutions



May 2023

included to evaluate and compare both vehicle and transit performance. Monitoring average travel time will also show whether the gap between automobiles and other modes is closing over time.

Goal 3: Expand System Choices

This goal aims to provide travelers with convenient and equitable travel options and reduce the number of SOV trips. Residents and employees in Orange County should have options available to fulfill their travel needs and provide equitable access to jobs and other essential destinations. This goal is especially significant because it correlates closely with the paradigm shift within the transportation field that is moving funding and policies away from traditional roadway and freeway improvements towards more of a multimodal emphasis that reduces the need to travel by car. Therefore, this goal has the most performance measures, as listed below:

- Total number of daily SOV trips
- Total number of daily transit trips
- Total hours of transit service (i.e., revenue service hours)
- Total hours of “frequent” transit service (i.e., routes with service every 15 minutes or better during morning and afternoon commute periods)
- Average frequency of bus service (i.e., headways)
- Number of households within 0.5 mile of “higher quality” transit service stops (i.e., Bravo!, OC Streetcar, and/or Bus Rapid Transit)
- Average number of jobs and key destinations accessible by vehicle and by transit (see Equity Analysis discussion below for details)
- Average household spending on transportation
- Total square miles of microtransit (on-demand) service areas that are existing or proposed for consideration
- Total miles of bikeways that are existing or planned
- Total number of multimodal facilities (i.e., areas where travelers can conveniently transfer between travel modes)

Goal 4: Support Sustainability

As discussed in Chapter 2, climate-related risks from sea level rise, flooding, heat, and wildfires can impact Orange County’s travelers and transportation infrastructure. This goal highlights the need for adaptation and resiliency strategies that reduce these climate-related risks within a transportation plan that supports Orange County’s economy, infrastructure maintenance, and overall environmental health. Therefore, performance measures are included that report on GHG emissions, other smog-forming emissions, VMT, pavement conditions, and estimated jobs created by the planned LRTP investments. The overall objective is to improve the health and quality of life in Orange County’s communities.

Transit operations, drivers, and bicycles are also benefited by Orange County’s best in the State pavement quality. Smooth pavement with minimal cracking or potholes reduces bus and vehicle maintenance, reduces traffic collisions and subsequent delay, and improves bicycle safety. Continuous preventative maintenance is also less expensive and less disruptive to traffic flow than more extensive emergency repairs. OC Go includes revenue that is turned back to local jurisdictions for the purpose of roadway maintenance and incentives that encourage regular maintenance of MPAH roadways. The 2045 Preferred Plan extends these maintenance priorities that benefit multiple travel modes and protect previous infrastructure investments.

Paths to Success



Extending the local roadway programs funded by OC Go through 2045 ensures that Orange County’s roadways will continue to be maintained and operate efficiently. The Regional Capacity Program would be extended and modified to support roadway improvements that benefit active transportation and transit. Additional rail/arterial grade separation projects are proposed that enhance safety and reduce delays. The Regional Traffic Signal Synchronization Program would be extended and modified to include improved timing strategies, upgrades for compatibility with connected vehicles, and the integration of local and regional traffic management centers. This enhanced signal synchronization program could provide roadway efficiency improvements that exceed the benefits of the current signal synchronization program noted above.

Local Roadway Project List

- Master Plan of Arterial Highways Buildout
- Regional Traffic Signal Synchronization Program
- Local Fair Share Program
- Pavement Maintenance

Active and Innovative Transportation Strategy

The 2045 Preferred Plan includes strategies for active transportation and allows for the implementation of new and innovative technology beyond the OC Go program, consistent with the Paths to Success. The Paths to Success support the implementation of OC Active – Orange County’s Bike + Pedestrian Plan (OC Active), which has seven goals:

- Reduce pedestrian and bicyclist collisions.
- Advance strategic walking and biking network.
- Enhance walking and biking access to transit.
- Improve high-need pedestrian areas.
- Strengthen stakeholder partnerships.
- Incorporate diverse community perspectives.
- Leverage funding opportunities.

OC Active will continue to be advanced through coordination between OCTA and local jurisdictions. Implementation of Orange County's planned bikeways is expected to increase bikeway lane miles from approximately 1,200 in 2019 to over 2,000 miles by 2045 with the plan. Figures 4-8 and 4-9 illustrate the planned bikeways for North and South Orange County, respectively.

Paths to Success



As previously noted, extending and modifying the Regional Capacity Program allows it to facilitate the buildout of bicycle and active transportation routes and non-motorized connections to Metrolink. The Regional Capacity Program could also consider opportunities to reallocate roadway space for bikeways where there is excess capacity. Community circulators currently supported by OC Go (e.g., the trolley service in Dana Point, San Clemente, and Laguna Beach) could be modified to include funding support for local jurisdictions to operate bicycle, scooter, or other active transportation sharing programs if extended.



Active transportation can also become a more attractive option with expansion of supportive multimodal facilities. Metrolink stations are multimodal facilities served by fixed route bus service and providing bicycle parking. These stations provide a location for travelers to transfer from one travel mode to another. With better connections to improved active transportation networks, multimodal facilities could expand the number of travelers able to use them and the non-single occupant travel modes connecting at the multimodal facilities. The Orange County Mobility Hubs Strategy looks at potential benefits of additional multimodal facilities that can provide enhanced access to flexible travel options and connectivity with transit services. Mobility hubs are identifiable places that facilitate more seamless, sustainable, and inclusive travel experiences by co-locating regional and local travel modes and amenities at a facility designed for the local context. OCTA will look for opportunities of both local and regional agency partnerships (e.g., the California Department of Transportation (Caltrans) Park-and-Ride program) to optimize connectivity and functionality.



Mobility hubs can help to connect transit, active transportation, and on-demand services, while creating a sense of place that is attractive and helps to reduce automobile dependency. Amenities at each hub would vary based on the size and needs of the community being served but could include secure bicycle storage, wi-fi, parcel lockers, retail services, and MaaS. MaaS is the use of technology to integrate travel information and fare payment platforms. With an identifiable location to access multiple travel modes, readily available information and real time updates on available travel mode options and a fluid transition between modes, the learning curve for use of alternatives would be reduced and more travelers could make their trip without an automobile. However, mobility hub locations and MaaS require further study before implementation.



The 2045 Preferred Plan integrates personal electric transport such as electric bicycles, scooters, and neighborhood electric vehicles. MPAH standards and active transportation planning may consider the opportunities and constraints of these travel options in future planning efforts. The 2045 Preferred Plan makes room for supporting local jurisdictions as they expand electric vehicle charging infrastructure. Other innovative strategy to be considered include incentivizing remote work as a VMT reduction or mitigation strategy.

Table 4.3: Performance Metrics – Expand System Choices

Performance Measure	Units	2019 Base Year	2045 No-Build	2045 Preferred Plan	% Change (2045 Preferred - 2045 No-Build)
Total Number of Daily Trips	Person-Trips	16,200,000	17,600,000	17,700,000	0%
Daily Transit Trips	Person-Trips	131,000	138,000	185,000	34%
Non-SOV Mode Share	Percent	52%	51%	57%	--
Average Bus Headways	Minutes	36.8	36.8	35.2	--
Revenue Service Hours (All Transit)	Hours	1,651,000	1,651,000	2,061,000	25%
Revenue Service Hours (Frequent Transit Service ¹)	Hours	74,000	74,000	688,000	828%
Households with Access to High-Capacity Transit Stops	Households	64,000	73,000	259,000	254%
Microtransit Service Area	Square Miles	7	7	112	1,437%
Multimodal/Rideshare Facilities	Facilities	28	28	67	--
Bikeways (Class, I, II, III, IV)	Miles	1,238	1,238	2,045	65%
Jobs Accessible:					
By Transit within 15 minutes	Jobs	7,000	8,000	9,000	11%
By Transit within 30 minutes		65,000	71,000	79,000	11%
By Transit within 45 minutes		150,000	166,000	185,000	11%
By Automobile within 15 minutes		304,000	314,000	380,000	21%
By Automobile within 30 minutes		1,307,000	1,366,000	1,640,000	20%
By Automobile within 45 minutes		2,594,000	2,743,000	2,987,000	9%
Key Destinations Accessible:					
By Transit within 15 minutes	Destinations	10	10	10	0%
By Transit within 30 minutes		70	70	80	8%
By Transit within 45 minutes		160	160	170	10%
By Automobile within 15 minutes		350	330	380	14%
By Automobile within 30 minutes		1,270	1,200	1,420	19%
By Automobile within 45 minutes		1,900	1,810	2,010	11%
Average Household Spending on Transportation as a Percent of Income	Percent	22.5%	-- ²	↓2% vs. No-Build ²	--

Notes:

¹ Includes OC Streetcar

² Future household income information unavailable; assumed to be constant for 2045 No-Build and 2045 Preferred.



Transit service increases in the 2045 Preferred Plan with a significant increase in revenue service hours of frequent transit service (including the OC Streetcar) accompanied by a reduction in average bus headway. In addition, the number of households with access to high-capacity transit stops more than doubles. The revenue service hours for all transit service would increase by 25% in the 2045 Preferred Plan. This 25% increase in service is projected to grow the number of transit trips by 34%, resulting in more efficient use of transit resources.

In addition to fixed-route transit service, the 2045 Preferred Plan proposes expansion of microtransit service to fill gaps where fixed-route services may struggle to operate efficiently. Orange County currently has a microtransit service area of approximately 7 miles, which is proposed to increase to 112 square miles under the Preferred Plan. The Plan also proposes expansion of multimodal facilities from the current 28 facilities to 67 facilities in 2045. Multimodal facilities provide locations for travelers

to conveniently transfer between travel modes and may include Metrolink stations, bus depots, park-and-ride lots, and mobility hubs. Both microtransit services and multimodal facilities allow people to make connections to their final destinations, providing alternatives to SOV trips. Finally, the 2045 Preferred Plan proposes to add over 800 miles of bikeways in Orange County, amounting to 65% increase from existing bikeways. The facility expansion will improve connectivity and make active transportation a more attractive alternative to automobile travel.

The available mode choices and efficiency of the transportation networks under the 2045 Preferred Plan results in improved accessibility. The number of jobs accessible by transit increases by 11% compared to the 2045 No-Build scenario. The number of key destinations accessible within 30 minutes by transit increases by 8% and within 45 minutes increases by 10%. However, cars are still expected to provide access to the greatest number of jobs and key destinations with locations accessible within 30 minutes increasing approximately 20% over the 2045 No-Build network.

Transportation costs typically are a large part of a household budget second only to housing. In 2019, the average household spending on transportation accounted for 22.5% of household income. While estimates of future household income (and therefore future transportation costs as a percentage of income) were not analyzed, an estimate was developed based on 2019 incomes that found that the expanded choices in the 2045 Preferred Plan transportation system would reduce the average household spending on transportation by 2%.

The changing funding outlook across the federal, State, and local issues discussed above reveals that opportunities to fund traditional roadway widening projects are shrinking. Therefore, there is a need to develop plans and strategies that position Orange County to compete well for funding as funding programs continue to evolve. These plans and strategies should consider more efficient use of existing facilities and enhancing alternative modes of transportation to reduce drive-alone trips. Additionally, there is a need to develop and explore local funding strategies that address needs identified in the OC Go Sunset Scenario, including strategies to address Orange County’s mobility, accessibility, and sustainability needs through 2045 and beyond.

Key Factor 5: Diversity, Equity, and Inclusion

Historically, many disadvantaged communities throughout the nation have been disproportionately burdened by transportation inequities that limit access to opportunities. Recently, there has been a renewed call for transparency regarding diversity, equity, and inclusion, especially in public sector activities, to ensure that the voices of those most in need are heard and meaningfully addressed. This LRTP presents an opportunity to begin tracking how well improvements planned within Orange County support an equitable transportation system and to improve engagement with diverse and disadvantaged communities.

OCTA operates all of its services, programs, and activities without regard to race, color, or national origin in accordance with Title VI federal regulations. Beyond these regulations, additional consideration of diversity, equity, and inclusion in the planning and operating of transportation for Orange County maximizes community benefits and the long-term economic viability of the County. Therefore, it is prudent to incorporate diversity, equity, and inclusion in OCTA’s planning processes, beginning with public engagement that comes early and often.

Public Engagement

An outreach strategy to engage with people who live, work, and travel through Orange County was developed and implemented to inform this LRTP in Fall 2021. Due to the ongoing COVID-19 pandemic, a variety of outreach approaches were used such as e-blasts, social media messaging, and announcements on OCTA’s website promoting surveys, virtual community meetings, and other outreach opportunities. Staff also attended community events, collecting feedback from cities with the greatest need for additional engagement. Feedback was also received from standing OCTA committees, including the Citizen’s Advisory Committee, Diverse Community Leaders Group, and Accessible Transit Advisory Committee. In addition, two Community Leader roundtables were also held to extend the reach of project engagement.



Outreach methods were created and implemented with a diverse audience in mind to engage hard-to-reach communities and ensure all voices had the opportunity to be heard, regardless of ethnicity, language preference, or socioeconomic background. The survey and materials were available in English, Spanish, and Vietnamese. Several social media and radio advertisements were placed to connect with the Spanish and Vietnamese language communities. A

bilingual project telephone helpline was also established. Highlight of the results are presented in Figure 2-24. A full report on community engagement is included in Appendix B.

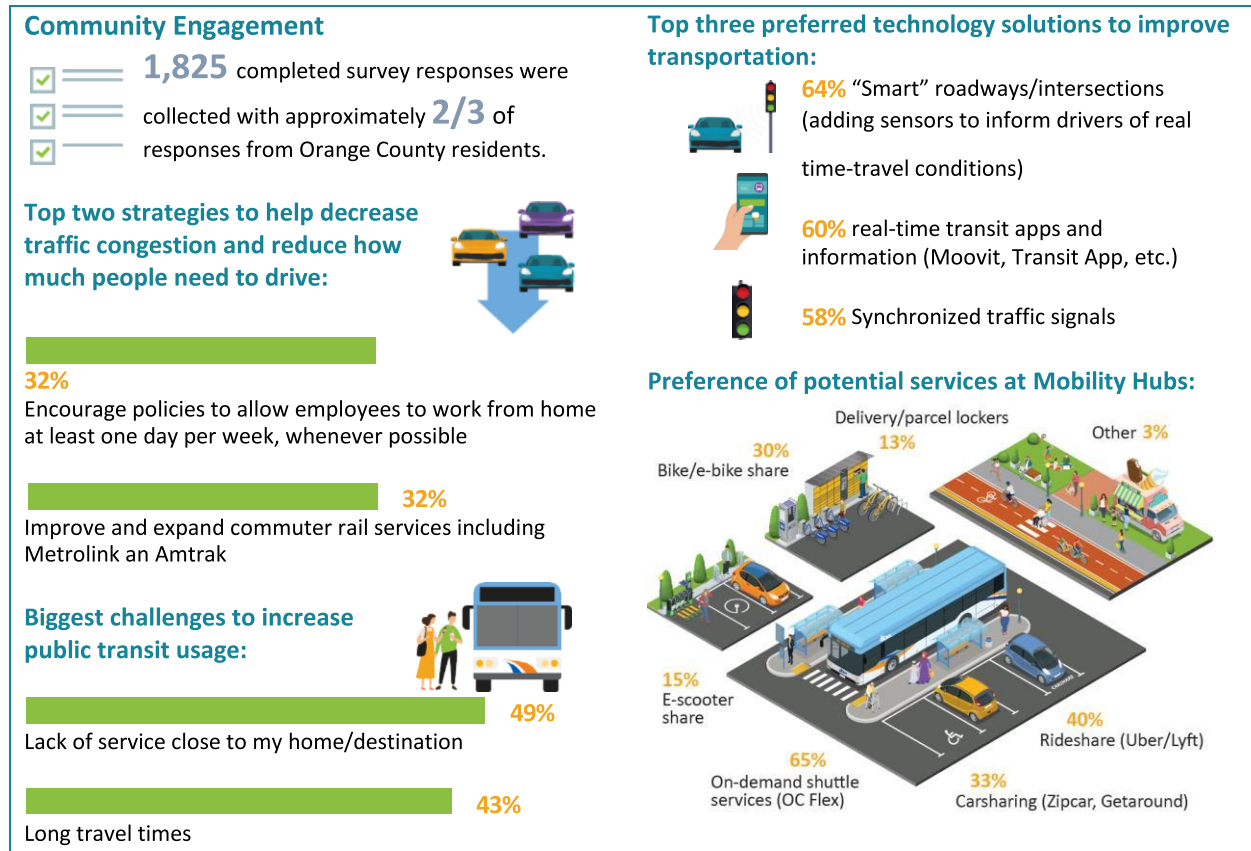


Figure 2-24: Summary of Community Concerns

Summary

The Orange County population and employment are projected to increase by 9% and 12%, respectively, through 2045. If this growth were to occur with the existing infrastructure, VMT would increase by 7% while total vehicle hours of delay would increase by 33%. With completion of the OC Go Freeway Program in 2041 and the sunset of the other programs funded by OC Go, VMT would increase by 12% while total vehicle hours of delay would increase by 20%. The current federal and State policies and funding outlook provides limited opportunities for roadway widening projects. To overcome this, public engagement results suggest that Orange County should embrace changing travel trends and technology to make more efficient use of facilities and enhance alternatives to driving alone. These public outreach results influenced development of strategies for improving the future of mobility in Orange County and informed the performance measures used to determine progress towards the goals of the LRTP. These goals and strategies are discussed in detail in the following chapter.

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(714) 521-6713
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Assemblymember.Quirk-Silva@assembly.ca.gov



COMMITTEES
CHAIR, ARTS, ENTERTAINMENT, SPORTS,
AND TOURISM
EDUCATION
GOVERNMENTAL ORGANIZATION
HOUSING AND COMMUNITY DEVELOPMENT
SELECT COMMITTEES
CHAIR, ORANGE COUNTY HOMELESSNESS
AND MENTAL HEALTH SERVICES
2028 OLYMPIC AND PARAOlympic GAMES
ASIAN AMERICAN AND PACIFIC ISLANDERS
EQUITY, INCLUSION, AND REPRESENTATION
STATE PARKS
JOINT COMMITTEES
JOINT COMMITTEE ON THE ARTS

September 28, 2023

Orange County Transportation Authority
Darrell E. Johnson
Chief Executive Officer
550 S. Main Street
Orange, CA 92868

**RE: City of Buena Park – Orangethorpe Avenue Complete Streets Planning Study
Letter of Support**

Dear Mr. Johnson,

On behalf of the State of California and the 67th Assembly District, I write to express my support for the City of Buena Park's **Orangethorpe Avenue Complete Streets Planning Study** application for the Orange County Transportation Authority's (OCTA) Complete Streets Program. I support the City of Buena Park's efforts to improve multimodal transportation access along Orangethorpe Avenue between Valley View Street and Magnolia Avenue. The proposed planning study aligns with the values of my legislative platform and that of the Legislature, which is to enhance transportation network's safety through engagement with disadvantaged communities, students, community-based organizations, and other key stakeholders.

The project will identify strategies and projects that enhance community health and safety through reduced collisions and encouragement of more active travel such as walking and cycling. Extensive collaboration with the community and stakeholders will inform a comprehensive vision for serving multimodal travel needs for people of all ages and abilities. Through active involvement and engagement with stakeholders, the project will re-imagine Orangethorpe Avenue to identify customized solutions. The solutions will address challenges for access, safety, and reliability of bicycle, pedestrian, and transit modes while maintaining automobile and goods movement demands.

The corridor plan will promote public health, job growth, new housing opportunities, and redevelopment while supporting disadvantaged communities along the project corridor. The Project will leverage transportation solutions to support existing land uses and new housing projects and prepare the City to successfully implement a re-envisioned Orangethorpe Avenue.

I am pleased to support the Orangethorpe Avenue Complete Streets Planning Study and look forward to working with the City to create a collaborative Complete Streets vision for Orangethorpe Avenue that reflects community input and improves transportation needs.

Sincerely,

Sharon Quirk-Silva

Sharon Quirk-Silva
California State Assembly
67th Assembly District

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(916) 651-4036

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California State Senate

**SENATOR
JANET NGUYEN**

THIRTY-SIXTH SENATE DISTRICT



COMMITTEES
BUSINESS & PROFESSIONS
VICE CHAIR
ELECTIONS &
CONSTITUTIONAL AMENDMENTS
VICE CHAIR
INSURANCE
VICE CHAIR
HEALTH
VICE CHAIR
GOVERNMENTAL ORGANIZATION
BANKING & FINANCIAL INSTITUTIONS
ENVIRONMENTAL QUALITY
TRANSPORTATION

October 2, 2023

Orange County Transportation Authority
Darrell E. Johnson
Chief Executive Officer
550 S. Main Street
Orange, CA 92868

**RE: City of Buena Park – Orangethorpe Avenue Complete Streets Planning Study
Letter of Support**

Dear Darrell,

I write to express my support for the City of Buena Park's Orangethorpe Avenue Complete Streets Planning Study application for the Orange County Transportation Authority's (OCTA) Complete Streets Program. I support the City of Buena Park's efforts to improve multimodal transportation access along Orangethorpe Avenue between Valley View Street and Magnolia Avenue. The proposed planning study aligns with the values of my legislative platform and that of the Legislature, which is to enhance transportation network's safety through engagement with disadvantaged communities, students, community-based organizations, and other key stakeholders.

The Project will identify strategies and projects that enhance community health and safety through reduced collisions and encouragement of more active travel such as walking and cycling. Extensive collaboration with the community and stakeholders will inform a comprehensive vision for serving multimodal travel needs for people of all ages and abilities. Through active involvement and engagement with stakeholders, the Project will re-imagine Orangethorpe Avenue to identify customized solutions. The solutions will address challenges for access, safety, and reliability of bicycle, pedestrian, and transit modes while maintaining automobile and goods movement demands.

The corridor plan will promote public health, job growth, new housing opportunities, and redevelopment while supporting disadvantaged communities along the project corridor. The Project will leverage transportation solutions to support existing land uses and new housing projects and prepare the City to successfully implement a re-envisioned Orangethorpe Avenue.

I am pleased to support the Orangethorpe Avenue Complete Streets Planning Study and look forward to working with the City to create a collaborative Complete Streets vision for Orangethorpe Avenue that reflects community input and improves transportation needs.

Sincerely,

A handwritten signature in blue ink, reading "Janet Nguyen", is written over the word "Sincerely,".

JANET NGUYEN
Senator, Thirty-Sixth District
California State Senate



Buena Park High School

8833 Academy Drive
Buena Park, CA 90621
(714)992-8600 Fax (714)992-8619

Steve McLaughlin, Ed. D., Superintendent

R.J.S.E.U.P

Sonje Berg, Ed.D., Principal
Kimberly Jenkins, Ed.D., Assistant Principal
Crystal Crawford, Assistant Principal
Mark Kailiponi, Assistant Principal
Brian Cuevas, Assistant Principal

Orange County Transportation Authority
Darrell Johnson
Chief Executive Officer
550 Main Street
Orange, California 92868
RE: City of Buena Park – Stanton Avenue Complete Streets Planning Study - Letter of Support

September 21, 2023

Dear Darrell,

On behalf of Buena Park High School, I would like to offer this letter of support for the City of Buena Park's (City) Orangethorpe Avenue Complete Streets Planning Study (Project) application for the Orange County Transportation Authority's (OCTA) Complete Streets Program.

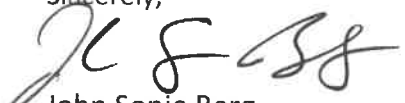
The Project supports OCTA's 2023 Complete Streets Program goals, creating a corridor plan that advances a complete transportation network benefiting all road users and encouraging walking and biking in Buena Park. Orangethorpe Avenue is identified in the 2012 North Orange County Bikeways Strategy Report prepared by OCTA as a regional bikeways corridor. We support the City of Buena Park's efforts to improve multimodal transportation access along Orangethorpe Avenue between Valley View Street and Magnolia Avenue. The proposed planning study aligns with our organization's values to enhance the transportation network's safety through engagement with disadvantaged communities, students, community-based organizations, and other key stakeholders.

The Project will identify strategies and projects that enhance community health and safety through reduced collisions and encouragement of more active travel such as walking and cycling. Extensive collaboration with the community and stakeholders will inform a comprehensive vision for serving multimodal travel needs for people of all ages and abilities. Through active involvement and engagement with stakeholders, the Project will re-imagine Orangethorpe Avenue to identify customized solutions. The solutions will address challenges for access, safety, and reliability of bicycle, pedestrian, and transit modes while maintaining automobile and goods movement demands. The Project will conduct engagement with community stakeholders, local disadvantaged communities, property owners, include an existing conditions analysis, identification of transportation solutions, funding and implementation strategies, and a compiled summary report to advance to subsequent stages of implementation.

The corridor plan will be developed to promote public health, job growth, new housing opportunities, and redevelopment while supporting disadvantaged communities along the project corridor. The Project will leverage transportation solutions to support existing land uses and new housing projects and prepare the City to successfully implement a re-envisioned Orangethorpe Avenue.

We, Buena Park High School, support the Orangethorpe Avenue Complete Streets Planning Study and look forward to working with the City to create a collaborative Complete Streets vision for Orangethorpe Avenue that reflects community input and improves transportation needs.

Sincerely,


John Sonje Berg
Principal

RESPECT

INTEGRITY

SERVICE

EXCELLENCE



6885 Orangethorpe Ave.
Buena Park, California
90620
(714) 522-8412
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Dr. Julianne Lee
Superintendent

September 21, 2023

Orange County Transportation Authority
Darrell Johnson
Chief Executive Officer
550 Main Street
Orange, California 92868

RE: City of Buena Park – Orangethorpe Avenue Complete Streets Planning Study - Letter of Support

Dear Mr. Johnson,

On behalf of Buena Park School District, I would like to offer this letter of support for the City of Buena Park's (City) **Orangethorpe Avenue Complete Streets Planning Study (Project)** application for the Orange County Transportation Authority's (OCTA) Complete Streets Program.

The Project supports OCTA's 2023 Complete Streets Program goals, creating a corridor plan that advances a complete transportation network benefiting all road users and encouraging walking and biking in Buena Park. Orangethorpe Avenue is identified in the 2012 North Orange County Bikeways Strategy Report prepared by OCTA as a regional bikeways corridor. We support the City of Buena Park's efforts to improve multimodal transportation access along Orangethorpe Avenue between Valley View Street and Magnolia Avenue. The proposed planning study aligns with our organization's values to enhance the transportation network's safety through engagement with disadvantaged communities, students, community-based organizations, and other key stakeholders.

The Project will identify strategies and projects that enhance community health and safety through reduced collisions and encouragement of more active travel such as walking and cycling. Extensive collaboration with the community and stakeholders will inform a comprehensive vision for serving multimodal travel needs for people of all ages and abilities. Through active involvement and engagement with stakeholders, the Project will re-imagine Orangethorpe Avenue to identify customized solutions. The solutions will address challenges for access, safety, and reliability of bicycle, pedestrian, and transit modes while maintaining automobile and goods movement demands. The Project will conduct engagement with community stakeholders, local disadvantaged communities, property owners, include an existing conditions analysis, identification of transportation solutions, funding and implementation strategies, and a compiled summary report to advance to subsequent stages of implementation.

The corridor plan will be developed to promote public health, job growth, new housing opportunities, and redevelopment while supporting disadvantaged communities along the project corridor. The Project will leverage transportation solutions to support existing land uses and new housing projects and prepare the City to successfully implement a re-envisioned Orangethorpe Avenue.

We, Buena Park School District, support the Orangethorpe Avenue Complete Streets Planning Study and look forward to working with the City to create a collaborative Complete Streets vision for Orangethorpe Avenue that reflects community input and improves transportation needs. Should you have any questions, please contact me at (714) 736-4241 or at Juliennelee@bpsd.us.

Sincerely,

Dr. Julianne Lee
Superintendent



6885 Orangethorpe Ave.
Buena Park, California
90620
(714) 522-8412
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Governing Board

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Trustee Area 4

Jerry Frutos

Member
Trustee Area 5

Dr. Julianne Lee

Superintendent

September 21, 2023

Orange County Transportation Authority
Darrell Johnson
Chief Executive Officer
550 Main Street
Orange, California 92868

RE: City of Buena Park – Orangethorpe Avenue Complete Streets Planning Study - Letter of Support

Dear Mr. Johnson,

On behalf of Gordon H. Beatty Middle School, I would like to offer this letter of support for the City of Buena Park's (City) **Orangethorpe Avenue Complete Streets Planning Study (Project)** application for the Orange County Transportation Authority's (OCTA) Complete Streets Program.

The Project supports OCTA's 2023 Complete Streets Program goals, creating a corridor plan that advances a complete transportation network benefiting all road users and encouraging walking and biking in Buena Park. Orangethorpe Avenue is identified in the 2012 North Orange County Bikeways Strategy Report prepared by OCTA as a regional bikeways corridor. We support the City of Buena Park's efforts to improve multimodal transportation access along Orangethorpe Avenue between Valley View Street and Magnolia Avenue. The proposed planning study aligns with our organization's values to enhance the transportation network's safety through engagement with disadvantaged communities, students, community-based organizations, and other key stakeholders.

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We, Gordon H. Beatty Middle School, support the Orangethorpe Avenue Complete Streets Planning Study and look forward to working with the City to create a collaborative Complete Streets vision for Orangethorpe Avenue that reflects community input and improves transportation needs. Should you have any questions, please contact me at (714) 523-1160 or at JValdez@bpsd.us.

Sincerely,

Dr. Joaquín Valdez
Principal
Gordon H. Beatty Middle School



6885 Orangethorpe Ave.
Buena Park, California
90620
(714) 522-8412
www.bpsd.us

Governing Board

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Member
Trustee Area 5

Dr. Julianne Lee

Superintendent

September 21, 2023

Orange County Transportation Authority
Darrell Johnson
Chief Executive Officer
550 Main Street
Orange, California 92868

RE: City of Buena Park – Orangethorpe Avenue Complete Streets Planning Study - Letter of Support

Dear Mr. Johnson,

On behalf of Buena Park Middle School, I would like to offer this letter of support for the City of Buena Park's (City) **Orangethorpe Avenue Complete Streets Planning Study (Project)** application for the Orange County Transportation Authority's (OCTA) Complete Streets Program.

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We, Buena Park Middle School, support the Orangethorpe Avenue Complete Streets Planning Study and look forward to working with the City to create a collaborative Complete Streets vision for Orangethorpe Avenue that reflects community input and improves transportation needs. Should you have any questions, please contact me at (714) 522-8491 or at JBeckelheimer@bpsd.us.

Sincerely,

Jay Beckelheimer
Principal
Buena Park Middle School



6885 Orangethorpe Ave.
Buena Park, California
90620
(714) 522-8412
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Governing Board

Rhodia Shead

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Member
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Dr. Julianne Lee

Superintendent

September 21, 2023

Orange County Transportation Authority
Darrell Johnson
Chief Executive Officer
550 Main Street
Orange, California 92868

RE: City of Buena Park – Orangethorpe Avenue Complete Streets Planning Study - Letter of Support

Dear Mr. Johnson,

On behalf Arthur F. Corey Elementary School, I would like to offer this letter of support for the City of Buena Park's (City) **Orangethorpe Avenue Complete Streets Planning Study (Project)** application for the Orange County Transportation Authority's (OCTA) Complete Streets Program.

The Project supports OCTA's 2023 Complete Streets Program goals, creating a corridor plan that advances a complete transportation network benefiting all road users and encouraging walking and biking in Buena Park. Orangethorpe Avenue is identified in the 2012 North Orange County Bikeways Strategy Report prepared by OCTA as a regional bikeways corridor. We support the City of Buena Park's efforts to improve multimodal transportation access along Orangethorpe Avenue between Valley View Street and Magnolia Avenue. The proposed planning study aligns with our organization's values to enhance the transportation network's safety through engagement with disadvantaged communities, students, community-based organizations, and other key stakeholders.

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The corridor plan will be developed to promote public health, job growth, new housing opportunities, and redevelopment while supporting disadvantaged communities along the project corridor. The Project will leverage transportation solutions to support existing land uses and new housing projects and prepare the City to successfully implement a re-envisioned Orangethorpe Avenue.

We, Arthur F. Corey Elementary School, support the Orangethorpe Avenue Complete Streets Planning Study and look forward to working with the City to create a collaborative Complete Streets vision for Orangethorpe Avenue that reflects community input and improves transportation needs. Should you have any questions, please contact me at (714) 522-8389 or at JMata@bpsd.us.

Sincerely,

Jeselle Mata
Principal
Arthur F. Corey Elementary School



6885 Orangethorpe Ave.
Buena Park, California
90620
(714) 522-8412
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Jerry Frutos

Member
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Dr. Julianne Lee

Superintendent

September 21, 2023

Orange County Transportation Authority
Darrell Johnson
Chief Executive Officer
550 Main Street
Orange, California 92868

RE: City of Buena Park – Orangethorpe Avenue Complete Streets Planning Study - Letter of Support

Dear Mr. Johnson,

On behalf Charles G. Emery Elementary School, I would like to offer this letter of support for the City of Buena Park's (City) **Orangethorpe Avenue Complete Streets Planning Study (Project)** application for the Orange County Transportation Authority's (OCTA) Complete Streets Program.

The Project supports OCTA's 2023 Complete Streets Program goals, creating a corridor plan that advances a complete transportation network benefiting all road users and encouraging walking and biking in Buena Park. Orangethorpe Avenue is identified in the 2012 North Orange County Bikeways Strategy Report prepared by OCTA as a regional bikeways corridor. We support the City of Buena Park's efforts to improve multimodal transportation access along Orangethorpe Avenue between Valley View Street and Magnolia Avenue. The proposed planning study aligns with our organization's values to enhance the transportation network's safety through engagement with disadvantaged communities, students, community-based organizations, and other key stakeholders.

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We, Charles G. Emery Elementary School, support the Orangethorpe Avenue Complete Streets Planning Study and look forward to working with the City to create a collaborative Complete Streets vision for Orangethorpe Avenue that reflects community input and improves transportation needs. Should you have any questions, please contact me at (714) 521-5134 or at GKim@bpsd.us.

Sincerely,

Gil Kim
Interim Principal
Charles G. Emery Elementary School



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Buena Park, California
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Governing Board

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Jerry Frutos

Member
Trustee Area 5

Dr. Julianne Lee

Superintendent

September 21, 2023

Orange County Transportation Authority
Darrell Johnson
Chief Executive Officer
550 Main Street
Orange, California 92868

RE: City of Buena Park – Orangethorpe Avenue Complete Streets Planning Study - Letter of Support

Dear Mr. Johnson,

On behalf Carl E. Gilbert Elementary School, I would like to offer this letter of support for the City of Buena Park's (City) **Orangethorpe Avenue Complete Streets Planning Study (Project)** application for the Orange County Transportation Authority's (OCTA) Complete Streets Program.

The Project supports OCTA's 2023 Complete Streets Program goals, creating a corridor plan that advances a complete transportation network benefiting all road users and encouraging walking and biking in Buena Park. Orangethorpe Avenue is identified in the 2012 North Orange County Bikeways Strategy Report prepared by OCTA as a regional bikeways corridor. We support the City of Buena Park's efforts to improve multimodal transportation access along Orangethorpe Avenue between Valley View Street and Magnolia Avenue. The proposed planning study aligns with our organization's values to enhance the transportation network's safety through engagement with disadvantaged communities, students, community-based organizations, and other key stakeholders.

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We, Carl E. Gilbert Elementary School, support the Orangethorpe Avenue Complete Streets Planning Study and look forward to working with the City to create a collaborative Complete Streets vision for Orangethorpe Avenue that reflects community input and improves transportation needs. Should you have any questions, please contact me at (714) 522-7281 or at Lramirez@bpsd.us.

Sincerely,

Leslie Ramirez
Principal
Carl E. Gilbert Elementary School



6885 Orangethorpe Ave.
Buena Park, California
90620
(714) 522-8412
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Governing Board

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Member
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Jerry Frutos
Member
Trustee Area 5

Dr. Julianne Lee
Superintendent

September 21, 2023

Orange County Transportation Authority
Darrell Johnson
Chief Executive Officer
550 Main Street
Orange, California 92868

RE: City of Buena Park – Orangethorpe Avenue Complete Streets Planning Study - Letter of Support

Dear Mr. Johnson,

On behalf of Mabel L. Pendleton Elementary School, I would like to offer this letter of support for the City of Buena Park's (City) **Orangethorpe Avenue Complete Streets Planning Study (Project)** application for the Orange County Transportation Authority's (OCTA) Complete Streets Program.

The Project supports OCTA's 2023 Complete Streets Program goals, creating a corridor plan that advances a complete transportation network benefiting all road users and encouraging walking and biking in Buena Park. Orangethorpe Avenue is identified in the 2012 North Orange County Bikeways Strategy Report prepared by OCTA as a regional bikeways corridor. We support the City of Buena Park's efforts to improve multimodal transportation access along Orangethorpe Avenue between Valley View Street and Magnolia Avenue. The proposed planning study aligns with our organization's values to enhance the transportation network's safety through engagement with disadvantaged communities, students, community-based organizations, and other key stakeholders.

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We, Mabel L. Pendleton Elementary School, support the Orangethorpe Avenue Complete Streets Planning Study and look forward to working with the City to create a collaborative Complete Streets vision for Orangethorpe Avenue that reflects community input and improves transportation needs. Should you have any questions, please contact me at (714) 736-4243 or at YCantu@bpsd.us.

Sincerely,

Dr. Yvette Cantu
Chief Operating Officer
Buena Park School District
Pendleton Elementary School



6885 Orangethorpe Ave.
Buena Park, California
90620
(714) 522-8412
www.bpsd.us

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Jason Chong

Member
Trustee Area 2

Brenda Estrada

Member
Trustee Area 4

Jerry Frutos

Member
Trustee Area 5

Dr. Julianne Lee

Superintendent

September 21, 2023

Orange County Transportation Authority
Darrell Johnson
Chief Executive Officer
550 Main Street
Orange, California 92868

RE: City of Buena Park – Orangethorpe Avenue Complete Streets Planning Study - Letter of Support

Dear Mr. Johnson,

On behalf James A. Whitaker Elementary School, I would like to offer this letter of support for the City of Buena Park's (City) **Orangethorpe Avenue Complete Streets Planning Study (Project)** application for the Orange County Transportation Authority's (OCTA) Complete Streets Program.

The Project supports OCTA's 2023 Complete Streets Program goals, creating a corridor plan that advances a complete transportation network benefiting all road users and encouraging walking and biking in Buena Park. Orangethorpe Avenue is identified in the 2012 North Orange County Bikeways Strategy Report prepared by OCTA as a regional bikeways corridor. We support the City of Buena Park's efforts to improve multimodal transportation access along Orangethorpe Avenue between Valley View Street and Magnolia Avenue. The proposed planning study aligns with our organization's values to enhance the transportation network's safety through engagement with disadvantaged communities, students, community-based organizations, and other key stakeholders.

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We, James A. Whitaker Elementary School, support the Orangethorpe Avenue Complete Streets Planning Study and look forward to working with the City to create a collaborative Complete Streets vision for Orangethorpe Avenue that reflects community input and improves transportation needs. Should you have any questions, please contact me at (714) 521-9770 or at Swilliamson@bpsd.us.

Sincerely,

Stephanie Williamson
Principal
James A. Whitaker Elementary School



September 22, 2023

Orange County Transportation Authority
Darrell E. Johnson
Chief Executive Officer
550 S. Main Street
Orange, CA 92868

RE: City of Buena Park – Orangethorpe Avenue Complete Streets Planning Study - Letter of Support

Dear Darrell,

On behalf of Providence St. Jude Medical Center, I would like to offer this letter of support for the City of Buena Park's (City) **Orangethorpe Avenue Complete Streets Planning Study (Project)** application for the Orange County Transportation Authority's (OCTA) Complete Streets Program.

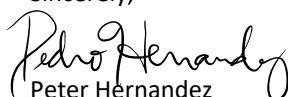
The Project supports OCTA's 2023 Complete Streets Program goals, creating a corridor plan that advances a complete transportation network benefiting all road users and encouraging walking and biking in Buena Park. Orangethorpe Avenue is identified in the 2012 North Orange County Bikeways Strategy Report prepared by OCTA as a regional bikeways' corridor. We support the City of Buena Park's efforts to improve multimodal transportation access along Orangethorpe Avenue between Valley View Street and Magnolia Avenue. The proposed planning study aligns with our organization's values to enhance the transportation network's safety through engagement with disadvantaged communities, students, community-based organizations, and other key stakeholders.

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The corridor plan will be developed to improve public health, job growth, new housing opportunities, and redevelopment while supporting disadvantaged communities along the project corridor to successfully implement a re-envisioned Orangethorpe Avenue.

We, Providence St. Jude Medical Center, support the Orangethorpe Avenue Complete Streets Planning Study and look forward to working with the City to create a collaborative Complete Streets vision for Orangethorpe Avenue that reflects community input and improves transportation needs.

Sincerely,



Peter Hernandez
Program Supervisor



AMERICA ON TRACK

Creating Brighter Futures for Communities & Youth since 1995

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Real Orange, PBS SoCal

Charles Brobeck, *Chief of Police*
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AltaMed Health Services

Tim Smith, *President*
Competitive Simulations Inc.

Dr. Mark Van Horn, *Resource Teacher*
Wilson Elementary, SAUSD

September 29, 2023

Orange County Transportation Authority
Darrell E. Johnson
Chief Executive Officer
550 Main Street
Orange, California 92868

RE: City of Buena Park – Orangethorpe Avenue Complete Streets Planning Study - Letter of Support

Dear Darrell,

On behalf of America On Track, I would like to offer this letter of support for the City of Buena Park's (City) **Orangethorpe Avenue Complete Streets Planning Study (Project)** application for the Orange County Transportation Authority's (OCTA) Complete Streets Program.

The Project supports OCTA's 2023 Complete Streets Program goals, creating a corridor plan that advances a complete transportation network benefiting all road users and encouraging walking and biking in Buena Park. Orangethorpe Avenue is identified in the 2012 North Orange County Bikeways Strategy Report prepared by OCTA as a regional bikeways corridor. We support the City of Buena Park's efforts to improve multimodal transportation access along Orangethorpe Avenue between Valley View Street and Magnolia Avenue. The proposed planning study aligns with our organization's values to enhance the transportation network's safety through engagement with disadvantaged communities, students, community-based organizations, and other key stakeholders.

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America On Track supports the Orangethorpe Avenue Complete Streets Planning Study and we look forward to working with the City to create a collaborative Complete Streets vision for Orangethorpe Avenue that reflects community input and improves transportation needs.

Sincerely,

A handwritten signature in blue ink that reads "Claire Braeburn". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Claire Braeburn
Executive Director



**PUBLIC HEALTH SERVICES
HEALTH PROMOTION AND
COMMUNITY PLANNING**

DEBRA BAETZ, MBA
INTERIM AGENCY DIRECTOR

REGINA CHINSIO-KWONG, DO
CHIEF OF PUBLIC HEALTH SERVICES/
COUNTY HEALTH OFFICER

LARISHA BAKER, MBA
DEPUTY CHIEF OF PUBLIC HEALTH
SERVICES
HEALTH PROMOTION &
ENVIRONMENTAL HEALTH

PAULINE BUI, MPH, RN, PHN
DIVISION DIRECTOR
HEALTH PROMOTION AND
COMMUNITY PLANNING

1725 W. 17TH STREET
SANTA ANA, CA 92706
PHONE: (714) 834-5728
FAX: (714) 834-3492
E-MAIL: PBUI@ochca.com

September 21, 2023

Orange County Transportation Authority
Darrell E. Johnson
Chief Executive Officer
550 S. Main Street
Orange, Ca 92868

RE: City of Buena Park – Orangethorpe Avenue Complete Streets Planning Study - Letter of Support

Dear Darrell,

On behalf of The Orange County Health Care Agency's (OCHCA) Health Promotion and Community Planning Division, I would like to offer this letter of support for the City of Buena Park's (City) **Orangethorpe Avenue Complete Streets Planning Study (Project)** application for the Orange County Transportation Authority's (OCTA) Complete Streets Program.

The Project supports OCTA's 2023 Complete Streets Program goals, creating a corridor plan that advances a complete transportation network benefiting all road users and encouraging walking and biking in Buena Park. Orangethorpe Avenue is identified in the 2012 North Orange County Bikeways Strategy Report prepared by OCTA as a regional bikeways corridor. We support the City of Buena Park's efforts to improve multimodal transportation access along Orangethorpe Avenue between Valley View Street and Magnolia Avenue. The proposed planning study aligns with our organization's values to enhance the transportation network's safety through engagement with disadvantaged communities, students, community-based organizations, and other key stakeholders.

The Project will identify strategies and projects that enhance community health and safety through reduced collisions and encouragement of more active travel such as walking and cycling. Extensive collaboration with the community and stakeholders will inform a comprehensive vision for serving multimodal travel needs for people of all ages and abilities. Through active involvement and engagement with stakeholders, the Project will re-imagine Orangethorpe Avenue to identify customized solutions. The solutions will address challenges for access, safety,

and reliability of bicycle, pedestrian, and transit modes while maintaining automobile and goods movement demands. The Project will conduct engagement with community stakeholders, local disadvantaged communities, property owners, include an existing conditions analysis, identification of transportation solutions, funding and implementation strategies, and a compiled summary report to advance to subsequent stages of implementation.

The corridor plan will be developed to promote public health, job growth, new housing opportunities, and redevelopment while supporting disadvantaged communities along the project corridor. The Project will leverage transportation solutions to support existing land uses and new housing projects and prepare the City to successfully implement a re-envisioned Orangethorpe Avenue.

The OCHCA, values the efforts the City has made to improve active transportation throughout Buena Park and supports the Orangethorpe Avenue Complete Streets Planning Study. We look forward to continuing working with the City to create a collaborative Complete Streets vision for Orangethorpe Avenue that reflects community input and improves transportation needs.

Sincerely,

LaRisha Baker

LaRisha Baker, MBA

Deputy Chief of Public Health Services

Environmental Health & Health Promotion and Community Planning Division



Attachment C

Caltrans E-76 Authorization

DEPARTMENT OF TRANSPORTATION

DISTRICT 12

1750 EAST 4TH STREET, SUITE 100

SANTA ANA, CA 92705

PHONE (657) 328-6000

FAX (657) 328-6522

TTY 711

www.dot.ca.gov/caltrans-near-me/district12*Making Conservation
a California Way of Life.*

January 7, 2025

Ms. Mina Mikhael
Director of Public Works / City Engineer
6650 Beach Blvd.
Buena Park, CA, 90621

STPLNI-5310(046)
Orangethorpe Ave. Complete
Street Planning
City of Buena Park
Construction Non-infrastructure

Dear Ms. Mina Mikhael

We have reviewed and processed your obligation submittal for the above-referenced project through Caltrans Headquarters and the Federal Highway Administration (FHWA). You are hereby authorized to begin the Preliminary Engineering phase of your project. Enclosed is a copy of the authorizing document (E-76) for your records.

If you plan to utilize private/outside consultant services, please be reminded of the Consultant Selection and Audit Process as outlined in Chapter 10 of our Local Assistance Procedures Manual (LAPM).

Effective October 1, 2017, if a consultant is to be used to execute the Construction Engineering / Management portion, then local agencies must submit a completed Exhibit 10-C for new or amended federally funded A&E consultant contracts online through <http://dlaeoversight.dot.ca.gov/fmi/webd> for Caltrans review and acceptance prior to contract award. Execution of an A&E consultant contract without Caltrans acceptance of Exhibit 10-C may result in ineligibility for reimbursement. The Office of Guidance and Oversight (GO) will notify the local agency and DLAE of Exhibit 10-C acceptance or rejection within 5 business days. If there are any changes to the contract after Caltrans acceptance of Exhibit 10-C, the local agency must notify the Office of GO and provide a copy of an updated Exhibit 10-C and all contract amendments to aeoversight@dot.ca.gov.

For non-A&E contract please see chapter 10 section 10.3. DBE consideration is required on all federal-aid funded contract including non-A&E.

Ms. Mina Mikhael
STPLNI-5310(046)
January 7, 2025
Page 2

Please be reminded of the invoice processing requirements and reimbursement process in Chapter 5 of the LAPM. Invoices for reimbursement cannot be submitted until after funds are encumbered via an executed Program Supplemental Agreement (PSA) and an executed Finance Letter.

If you have any questions, please call Reza Faraz at (805) 732-9812

Sincerely,

Reza Faraz For

Jonathan Lawhead
District Local Assistance Engineer

Attachment
E-76 Authorization

C:
Deepthi Arabolu
Jaden Miller

AUTHORIZATION / AGREEMENT SUMMARY - (E-76)

CALIFORNIA DEPARTMENT OF TRANSPORTATION

FEDERAL AID PROGRAM

DLA LOCATOR: 12-ORA-0-BPK
PREFIX: STPLNI
PROJECT NO: 5310(046)
SEQ NO: 1
STATE PROJ NO: 1225000026L-N
ALT. PROJ NO:
AGENCY: BUENA PARK
ROUTE:
DISASTER NO:
TIP DATA
MPO: SCAG
FSTIP YR: 24/25
STIP REF: 209-3000-6328
FSTIP ID ORA230806

PROJECT LOCATION:
ORANGETHORPE AVENUE FROM VALLEY VIEW STREET TO KASS DRIVE
TYPE OF WORK:
A STUDY TO DEVELOP A COMPREHENSIVE VISION FOR SERVING MULTI-
FED RR NO'S:
PUC CODES:
PROJ OVERSIGHT: ASSUMED/LOCAL ADMIN
ENV STATUS / EIS 12/04/2024
RW STATUS / DT:
INV RTE:
BEG MP:
END MP:
BRIDGE NO:

PREV AUTH / AGREE DATES:
PE:
R/W:
CON:
SPR:
MCS:
OTH:
PROJECT END DATE (PED): 07/31/2028

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
Y230	30	44				

FUNDING SUMMARY

PHASE		PROJECT COST		FEDERAL COST		AC COST
PE	PE PREV. OBLIGATION		\$0.00		\$0.00	\$0.00
	PE THIS		\$0.00		\$0.00	\$0.00
	PE SUBTOTAL		\$0.00		\$0.00	\$0.00
R/W	RW PREV. OBLIGATION		\$0.00		\$0.00	\$0.00
	RW THIS REQUEST		\$0.00		\$0.00	\$0.00
	RW SUBTOTAL		\$0.00		\$0.00	\$0.00
CON	CON PREV. OBLIGATION		\$0.00		\$0.00	\$0.00
	CON THIS REQUEST		\$0.00		\$0.00	\$0.00
	CON SUBTOTAL		\$0.00		\$0.00	\$0.00
OTH	OTH PREV. OBLIGATION		\$0.00		\$0.00	\$0.00
	OTH THIS REQUEST		\$350,000.00		\$308,000.00	\$0.00
	OTH SUBTOTAL		\$350,000.00		\$308,000.00	\$0.00
TOTAL:			\$350,000.00		\$308,000.00	\$0.00

STATE REMARKS

- 12/11/2024 This sequence #1 reflects the obligation of \$308,000 of STBGP fund for non-infrastructure programmed under ORA230806 approved on 12/16/2024 to SCAG's 2025 FTIP. Reimburse on a lump sum basis up to the federal amount shown on this project.
- 12/24/2024 This sequence #1 reflects the obligation of \$308,000 of STBGP funds for Construction (Non-Infrastructure) programmed under ORA230806 for FY 24/25 in Amendment #25-00 approved on 12/16/2024 to SCAG's 2025 FTIP. Reimburse on a lump sum basis up to the federal amount shown for CON (NI).

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: OTH
FOR: NON-INFRASTRUCTURE
DOCUMENT TYPE: AAGR

PREPARED IN FADS BY: FARAZDAGHI, REZA
REVIEWED IN FADS BY: BATATAN, FERDINAND
SUBMITTED IN FADS BY: BATATAN, FERDINAND
PROCESSED IN FADS BY: SIGNATURE, NOT_REQUIRED
E-76 AUTHORIZED DATE IN FMIS JIYOUNG AHN

ON 2024-12-23 328-6270
ON 2024-12-24 653-5070
ON 2024-12-24 FOR CALTRANS
ON 2024-12-24 FOR FHWA
ON 2024-12-26 21:25:27.0

SIGNATURE HISTORY FOR PROJECT NUMBER 5310(046) AS OF 01/07/2025

FHWA FMIS SIGNATURE HISTORY

MOD #	SIGNED BY	SIGNED ON
0	WAI HAYS	12/26/2024
	WAI HAYS	12/26/2024
	JIYOUNG AHN	12/26/2024

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

DOCUMENT TYPE	SIGNED BY	SIGNED ON
AUTH/AGREE	BATATAN, FERDINAND	12/24/2024



Attachment D

DBE Commitment

Exhibit 10-I: Notice to Proposers DBE Information
(federally funded projects only)

The Local Public Agency (LPA) has established a DBE goal for this Contract of _____ %

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- LPA also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (see 49 CFR 26: Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1: Consultant Proposal DBE Commitment must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards meeting the contract goal; therefore, all DBE participation must be collected and reported.

Exhibit 10-O2: Consultant Contract DBE Information must be included in best qualified consultant's executed consultant contract. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.

2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
 - E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
 - F. The proposer must list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
 - G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. COUNTING DBE PARTICIPATION

Materials or supplies purchased from DBEs count towards the DBE goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment must be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services

6. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please [email DBE.Certification@dot.ca.gov](mailto:DBE.Certification@dot.ca.gov) for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#). For guidance on how to search for certified firms using the CUCP database, please visit: [DBE Goal Setting | Caltrans](#)

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section			
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
11. TOTAL CLAIMED DBE PARTICIPATION			%
12. Preparer's Signature _____ 13. Date _____ 14. Preparer's Name _____ 15. Phone _____ 16. Preparer's Title _____			<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p>
21. Local Agency Representative's Signature _____ 23. Local Agency Representative's Name _____ 25. Local Agency Representative's Title _____	22. Date _____ 24. Phone _____		

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			%
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature _____ 16. Date _____ 17. Preparer's Name _____ 18. Phone _____ 19. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.



Attachment E

Draft Professional Services Agreement

**CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT**

DATE: _____

SERVICES: Professional Services

PROJECT: Orangethorpe Avenue Complete Streets Planning Study

PARTIES TO THE AGREEMENT:

“CITY”: City of Buena Park, a California Municipal Corporation

City Representative: Name: **Mina Mikhael**
Title: **Director of Public Works/
City Engineer**
Tel.: **(714) 562-3672**
Email: MMikhael@buenapark.com

“CONSULTANT”: [NAME _____], a [business entity, i.e. LLC, LP]

Consultant Representative: Name: _____
Title: _____
Tel.: _____
Email: _____

SUMMARY OF TERMS:

Start Date: _____

End Date: _____

Contract Value: \$ _____

Services a “Public Work”: NO ☐ YES ☐ (add “PW Exhibit”)

Community Workforce Agreement: NO ☐ YES ☐ (add “CWA Exhibit”)

Insurance Approved By Risk Management: NO ☐ YES ☐

APPROVED BY:
(select one)

☐ Department Head
Contract Value ≤ \$10,000

☐ City Manager
Contract Value ≤ \$80,000

☐ City Council
Contract Value > \$80,000
 (“Levine Act Exhibit” Required)

**AGREEMENT MUST BE FIRST EXECUTED BY CONSULTANT BEFORE IT MAY BE
EXECUTED ON BEHALF OF THE CITY.**

CITY OF BUENA PARK PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("*Agreement*") is dated as of [REDACTED], between the City of Buena Park, a California charter city ("*CITY*"), and [NAME OF CONSULTANT], a [BUSINESS ENTITY] ("*CONSULTANT*"). CITY and CONSULTANT are at times referred to herein jointly as "Parties" and individually as a "Party."

1. **TERM.** The term of this Agreement shall commence on [REDACTED] and shall remain in full force and effect until CONSULTANT's full and complete performance of the Services within the time specified in the Schedule of Performance, all to CITY's reasonable satisfaction, unless extended upon the mutual written agreement of the Parties or earlier terminated pursuant to Section 16.2 of this Agreement ("*Term*").

2. **SERVICES.** Subject to the terms and conditions in this Agreement, CONSULTANT shall provide to CITY those services that are specifically described in Exhibit "A" (the "*Services*"). CITY may request changes or expansion of the Services (each a "*Modification*") and in such cases the Modification to the Services, and any resulting increase or decrease in the Compensation to be paid CONSULTANT and/or any changes to the Schedule of Performance (defined below), shall be documented in a written amendment to this Agreement. Increases or decreases in Compensation resulting from any Modification to the Services shall be based on the rate specified in the Compensation Schedule (defined below), or if not specified in the Compensation Schedule at then-applicable prevailing market rate charged by CONSULTANT to other customers for the same service.

3. **SCHEDULE OF PERFORMANCE.** CONSULTANT shall commence providing the Services upon receipt of a written "Notice to Proceed" from the City Representative and CONSULTANT shall proceed only to the extent of such authorization. CONSULTANT shall perform all Services in the time required by the schedule of performance described in Exhibit "A" ("*Schedule of Performance*"), or if not specified in the Schedule of Performance in a timely and diligent manner reasonably acceptable to CITY.

4. **COMPENSATION.** The total compensation paid to CONSULTANT for complete performance of the Services, including any authorized reimbursable expenses, shall NOT EXCEED the total maximum sum of \$ [REDACTED] ("*Compensation*"). Subject to the total maximum Compensation, CONSULTANT will be paid for hours worked at the hourly rates specified in Exhibit A. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement. CONSULTANT will be reimbursed within thirty (30) days upon receipt by CITY of itemized invoices in duplicate. The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

5. **PAYMENT.**

5.1 **Invoices.** Each calendar month after CITY's issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. (*Ex: invoices for Services rendered in January should be submitted in February*). The invoices shall describe in detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated,

or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of CITY as to the designation of tasks to be performed and the results to be accomplished.

6. STANDARD OF SKILL. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care, workmanship, or conduct.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

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

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based

upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS.

9.1 CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

9.2 Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

9.3 CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT.

9.4 Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages of any kind arising out of or in any way related to CONSULTANT's provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City

Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY.

10.3 Indemnification for Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due

CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be \$4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

.2 Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

.3 Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

.4 Professional liability: \$2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this

insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer's Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively "*Additional Insureds*"). Additional Insured endorsements shall not: (a) be limited to "Ongoing Operations"; (b) exclude "Contractual Operations"; (c) restrict coverage to the "Sole" liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfaction of CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates

of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

.3 All insurance coverage shall cover CONSULTANT's operations pursuant to the terms of this Agreement.

.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the City Representative to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed. The Consultant Representative shall meet with the City Representative, as needed, to discuss progress on the Agreement.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party

without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS/AUDITS. For the purpose of determining compliance with Gov. Code section 8546.7, the CONSULTANT and Subconsultants shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT and Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY's prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

17.1 The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

17.2 The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

17.3 Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to CITY.

17.4 When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply

18. AUDIT REVIEW PROCEDURES

18.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by CITY's Finance Director.

18.2 Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by City's Finance Director of unresolved audit issues. The request for review will be submitted in writing.

18.3 Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this Agreement.

18.4 CONSULTANT and subconsultant agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by the City Representative to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA

work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

18.5 CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the City Representative to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

.1 During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph 18.5.1 above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph 18.5.1 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and,

(3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

19. SUBCONTRACTING

19.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between the CITY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the CITY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the CITY's obligation to make payments to the CONSULTANT.

19.2 The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the City Representative, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

19.3 Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subconsultants unless otherwise noted.

19.4 CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.

19.5 Any substitution of Subconsultants must be approved in writing by the City Representative in advance of assigning work to a substitute Subconsultant.

19.6 Prompt Progress Payment. CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

19.7 Prompt Payment of Withheld Funds to Subconsultants. The CITY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the CITY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall

subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

19.8 Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

20. CONFLICTS OF INTEREST.

20.1 During the term of this Agreement, the CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this Agreement or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing CITY construction project which will follow.

20.2 CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090.

20.3 CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.

20.4 The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

20.5 The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

21. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION. The CONSULTANT warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

22. PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING.

22.1 The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

.1 No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.

.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

22.3 The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

23. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

23.1 The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

23.2 During the performance of this Agreement, CONSULTANT and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

23.3 CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5,

and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

23.4 CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.

23.5 CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

23.6 CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

23.7 The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

23.8 The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

23.9 CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the CITY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

24. DEBARMENT AND SUSPENSION CERTIFICATION

24.1 The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

.1 Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

.2 Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

.3 Does not have a proposed debarment pending; and

.4 Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

24.2 Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

24.3 Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

25. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION. CONSULTANT or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract as described further in Exhibit “___” (49 CFR 26).

26. FUNDING REQUIREMENTS.

26.1 It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

26.2 This Agreement is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this Agreement in any manner.

26.3 It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

26.4 CITY has the option to terminate the Agreement, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

27. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT's and CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

28. DISPUTES. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other

28.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of City Representative and City Engineer, who may consider written or verbal information submitted by CONSULTANT.

28.2 Not later than thirty (30) calendar days after completion of all work under the Agreement, CONSULTANT may request review by the City Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

28.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

29. INSPECTION OF WORK. CONSULTANT and any subconsultant shall permit CITY, the State, and the FHWA if federal participating funds are used in this Agreement; to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

30. NATIONAL LABOR RELATIONS BOARD CERTIFICATION. In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

31. EVALUATION OF CONSULTANT. CONSULTANT's performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the Agreement record.

32. MISCELLANEOUS TERMS.

32.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

32.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

32.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

32.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

32.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed

in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

32.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

32.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

32.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

32.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

32.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

32.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

32.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

32.13 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

32.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement and listed below, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect

to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties. Exhibits attached to this Agreement are the following

Exhibit A – Scope of Services, Schedule, & Compensation
Exhibit B – Public Works Exhibit
Exhibit C – DBE Participation
Exhibit D – Title VI Assurances
Exhibit E – Levine Act Disclosure

32.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

[signatures of parties on follow page]

CITY OF BUENA PARK
a California municipal corporation

CONSULTANT*

Name of Business

Signature

Signature

Name:

Name:

Title:

Title:

***If CONSULTANT is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.**

Signature

Name:

Title:

ATTEST:

BY: _____
Adria M. Jimenez, City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

1) SERVICES. CONSULTANT shall provide to CITY the following Services

ADD DESCRIPTION

2) SCHEDULE OF PERFORMANCE. CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

ADD SCHEDULE

3) COMPENSATION SCHEDULE. CONSULTANT shall be paid for performing the Services at the follow rates and times:

ADD COMPENSATION RATES / SCHEDULES

EXHIBIT B

PUBLIC WORKS - CALIFORNIA PREVAILING WAGE RATES AND LABOR CODE REQUIREMENTS

(Labor Code §§ 1720 *et seq.*, 1813, 1860, 1861, 3700)

No CONSULTANT or Subconsultant may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.

"Public works" include, but is not limited to the following: BOUNDARY SURVEY WORK, TOPOGRAPHICAL SURVEY WORK, RELOCATION WORK, CONSTRUCTION INSPECTION, TESTING AND OVERSIGHT SERVICES, SITE ASSEMBLY WORK, PRECONSTRUCTION TESTING AND INSPECTION SERVICES, INSTALLATION AND REMOVAL OF TEMPORARY FENCING AT PROJECT SITES, OR GEOTECHNICAL WORK (INCLUDING SOIL AND COMPACTION TESTING, FIELD TECHNICIAN OBSERVATION OF ALL TRENCHING AND BACKFILL OPERATIONS, AND FIELD TECHNICIAN INSTALLATION OF MONITORING DEVICES).

As to any portion of the Services that are "public works," CONSULTANT shall comply in all respects with all applicable provisions of the California Labor Code, including the following:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and CITY and CONSULTANT agree to be bound by all the provisions thereof as though set forth fully in this Agreement.
2. CONSULTANT shall be registered with the Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1725.5 and has provided proof of registration to CITY prior to the Effective Date of this Agreement.
3. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
4. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
5. Payroll Records
 - A. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: a. The information contained in the payroll record is true and correct. b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

B. The payroll records enumerated under paragraph (A) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
2. A certified copy of all payroll records enumerated in paragraph (A) above, shall be made available for inspection or furnished upon request to a representative of CITY the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the City Representative by both email and regular mail on the business day following receipt of the request.

C. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (A) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

D. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

E. The CONSULTANT shall inform CITY of the location of the records enumerated under paragraph (A) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

F. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

6. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Contract Administrator.

7. Penalty

A. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the CITY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director

of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

- B. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 - C. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
 - D. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:
 - 1. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - 2. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - 3. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - E. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
 - F. Pursuant to Labor Code §1775, CITY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 - G. If CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.
8. Hours of Labor. Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the CITY, twenty-five dollars (\$25) for each worker employed in the execution of the

AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

9. Employment of Apprentices

- A. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
- B. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7

10. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONSULTANT 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 Agreement.

EXHIBIT C

DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (CITY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the CITY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the CITY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 22%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10- O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

- D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying CONSULTANT from future proposing as non-responsible

- E. Termination and Replacement of DBE Subconsultants. CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the CITY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the CITY. Unless the CITY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants. After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the CITY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The CITY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the CITY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The CITY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the CITY. The written notice to the DBE must request they provide any

response within five (5) business days to both the CONSULTANT and the CITY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the CITY and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
 - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The CITY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants. After receiving the CITY's written authorization of DBE termination request, CONSULTANT must obtain the CITY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the CITY which must include:
 - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Description of scope of work and cost proposal
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of CITY's authorization to terminate the DBE. CONSULTANT may request the CITY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified • Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached

- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the CITY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports CONSULTANT's GFE The CITY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. **Commitment and Utilization** The CITY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization. The CITY shall request CONSULTANT to:

1. Notify the CITY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st -tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the CITY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the CITY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the CITY within 90 days of contract acceptance. The CITY will withhold \$10,000 until the form is submitted. The CITY will release the withhold upon submission of the completed form.

In the CITY's reports of DBE participation to Caltrans, the CITY must display both commitments and attainments.

G. **Commercially Useful Function.** DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the CITY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading • Invoices
- Proof of payment CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation.

CONSULTANT must submit to the CITY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the CITY immediately if they believe the DBE may not be performing a CUF.

The CITY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional CITY evaluations. The CITY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The CITY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the CITY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the CITY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of CITY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters.

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the CITY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. CITY may deny payment for the noncompliant portion of the work. CITY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. CITY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the CITY's approval. The CITY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within thirty (30) calendar days.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies. For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the CITY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P. M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

EXHIBIT D

TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. **Compliance with Regulations:** CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. **Nondiscrimination:** CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. **Information and Reports:** CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. **Incorporation of Provisions:** CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex; • Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age); • Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

EXHIBIT E

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than \$500 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the CITY. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than \$500 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

YES ___ NO ___

If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than \$500 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

YES ___ NO ___

If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

DATE

SIGNATURE OF AUTHORIZED OFFICIAL

NAME OF COMPANY

NAME, TITLE

City Council Regular Meeting Agenda Report

C. RESOLUTION ESTABLISHING NEW RATES FOR THE COLLECTION, RECYCLING, AND DISPOSAL OF REFUSE AND APPROVAL OF A UTILITY BILL INSERT REGARDING THE NEW RESIDENTIAL REFUSE RATES

Meeting	Agenda Group
Tuesday, May 27, 2025, 5:00 PM	NEW BUSINESS Item: 5C.
Prepared By	Department Head Approval
Joe Hunt, Public Works Manager	Mina Mikhael, Director of Public Works/City Engineer
Presented By	
Joe Hunt, Public Works Manager	

RECOMMENDED ACTION

1) Adopt a Resolution establishing new rates for the collection, recycling, and disposal of refuse; and, 2) Approve a utility bill insert notifying residential customers of a refuse rate adjustment effective July 1, 2025.

PREVIOUS CITY COUNCIL ACTION

On July 13, 2021, the City Council adopted a resolution establishing new rates for the collection, recycling, and disposal of refuse. This resolution established that, without conducting another noticed public hearing, annually on each July 1, beginning July 1, 2022, and continuing through July 1, 2026, the City Council may increase the rates for inflation by the annual percentage increase in the Los Angeles-Riverside-Orange County CA Consumer Price Index. For any fiscal year in which the City Council does not increase rates by the authorized adjustment, the City Council may add the amount of the authorized increase for such fiscal year to the authorized adjustment in subsequent fiscal years.

DISCUSSION

The request for the proposed rate increase is based upon the City's existing refuse collection franchise agreement ("Agreement") with EDCO, the City's waste hauler. The Agreement provides for increases in refuse rates in the event that circumstances beyond the control of the Contractor impose or generate excessive costs in the performance of the Agreement. In this case, EDCO has seen increases to the Consumer Price Index (CPI) that impact their costs to collect, recycle, and dispose of refuse at County landfills. Cost increases include tipping fees at county landfills increasing by \$1.11/ton (2.6%), increased cost of fuel for vehicles, compensation for employees, and the price of trucks and other equipment necessary to operate.

On the commercial side, EDCO proposes an overall increase of about 3.2% for waste disposal and 3.424% for recycling and organics processing. This would increase the cost of a three-cubic yard trash bin with separate 96-gallon recycling container from \$180.63/mo to \$186.52/mo. A commercial 65-gallon organics container would increase from \$99.36/mo to \$102.76/mo.

On the residential side, EDCO proposes an overall increase of 4.4%, or \$1.09/mo for service including waste, recycling, and organics processing. This includes a 2.88% increase in collection service charges that EDCO deferred implementing in 2024.

As the proposed fee increases are limited to the CPI, a public hearing and extended notice period are not required for implementation. However, upon approval, the Finance Department will include notice in utility bills prior to the fee being implemented. Generally, this means customers will not see fee increases on their bills until August.

BUDGET IMPACT

Estimated costs and revenues associated with refuse services are included in the proposed FY 2025-26 budget. Printing costs for the associated mailer are estimated at approximately \$1,500.

Attachments

[Reso 2025 Refuse Rate Adjustment.pdf](#)

[proposed 25-26 refuse rate.pdf](#)

[2025 RefuseRateIncrease_FULL MAILER.pdf](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ESTABLISHING FEES AND CHARGES FOR THE COLLECTION, REMOVAL, AND DISPOSAL OF REFUSE, TRASH, RUBBISH, OR OTHER FORMS OF SOLID WASTE IN ACCORDANCE WITH THE AUTHORITY GRANTED BY SECTION 8.12.040 OF THE BUENA PARK MUNICIPAL CODE

WHEREAS, Section 8.12.040 of the Buena Park Municipal Code grants to the City Council the authority to make necessary changes in the fees and charges for the collection, removal, and disposal of refuse, trash, rubbish, or other forms of solid waste; and

WHEREAS, on July 13, 2021, the City determined that, without conducting another noticed public hearing, annually on each July 1, beginning July 1, 2022, and continuing through July 1, 2026, the City Council may increase the rates for inflation by the annual percentage increase in the Los Angeles-Riverside-Orange County CA Consumer Price Index. For any fiscal year in which the City Council does not increase rates by the authorized adjustment, the City Council may add the amount of the authorized increase for such fiscal year to the authorized adjustment in subsequent fiscal years.

WHEREAS, the City Council of the City of Buena Park has determined that the amended fees and charges are required to offset the current and future increases in the cost of providing collection, removal, and disposal of refuse, trash, rubbish, or other forms of solid waste.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Rates for residential and commercial customers as of July 1, 2025, shall be those as listed on Exhibit A to this Resolution.

PASSED AND ADOPTED this 27th day of May 2025 by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

RESOLUTION NO. _____

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City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this _____ day of _____.

City Clerk

CITY OF BUENA PARK
(rates effective 7/1/25)

					Rate % Index Change			New Rates Effective 7/1/25						
					Service	Tip Fee	Recycle							
Current Rates														
Res/Temp Bin Comm					5.697%	2.603%	2.873%							
					3.424%	2.603%	3.424%							
	Service	Tip Fee	Recycle	Total	Service	Tip Fee	Recycle	Service	Tip Fee	Recycle	Total	\$ Increase	% Increase	
Residential	\$13.89	\$5.85	\$5.28	\$25.02	\$0.79	\$0.15	\$0.15	\$14.68	\$6.00	\$5.43	\$26.11	\$1.09	4.4%	
3 Cubic Yard Trash Bin (includes 1 96gal Recycling Cart 1X)														
1	\$143.92	\$36.71	\$0.00	\$180.63	\$4.93	\$0.96	\$0.00	\$148.85	\$37.67	\$0.00	\$186.52	\$5.89	3.3%	
2	\$237.69	\$73.39	\$0.00	\$311.08	\$8.14	\$1.91	\$0.00	\$245.83	\$75.30	\$0.00	\$321.13	\$10.05	3.2%	
3	\$332.57	\$110.10	\$0.00	\$442.67	\$11.39	\$2.87	\$0.00	\$343.96	\$112.97	\$0.00	\$456.93	\$14.26	3.2%	
4	\$427.32	\$146.80	\$0.00	\$574.12	\$14.63	\$3.82	\$0.00	\$441.95	\$150.62	\$0.00	\$592.57	\$18.45	3.2%	
5	\$522.16	\$183.51	\$0.00	\$705.67	\$17.88	\$4.78	\$0.00	\$540.04	\$188.29	\$0.00	\$728.33	\$22.66	3.2%	
6	\$616.96	\$220.21	\$0.00	\$837.17	\$21.12	\$5.73	\$0.00	\$638.08	\$225.94	\$0.00	\$864.02	\$26.85	3.2%	
3 Cubic Yard Trash Compactor (includes 1 96gal Recycling Cart 1X)														
1	\$246.64	\$73.39	\$0.00	\$320.03	\$8.44	\$1.91	\$0.00	\$255.08	\$75.30	\$0.00	\$330.38	\$10.35	3.2%	
2	\$440.93	\$146.80	\$0.00	\$587.73	\$15.10	\$3.82	\$0.00	\$456.03	\$150.62	\$0.00	\$606.65	\$18.92	3.2%	
3	\$635.50	\$220.21	\$0.00	\$855.71	\$21.76	\$5.73	\$0.00	\$657.26	\$225.94	\$0.00	\$883.20	\$27.49	3.2%	
4	\$829.86	\$293.61	\$0.00	\$1,123.47	\$28.41	\$7.64	\$0.00	\$858.27	\$301.25	\$0.00	\$1,159.52	\$36.05	3.2%	
5	\$1,024.34	\$367.01	\$0.00	\$1,391.35	\$35.07	\$9.55	\$0.00	\$1,059.41	\$376.56	\$0.00	\$1,435.97	\$44.62	3.2%	
6	\$1,218.86	\$440.41	\$0.00	\$1,659.27	\$41.73	\$11.46	\$0.00	\$1,260.59	\$451.87	\$0.00	\$1,712.46	\$53.19	3.2%	
4 Cubic Yard Bin (includes 1 96gal Recycling Cart 1X)														
1	\$176.18	\$48.93	\$0.00	\$225.11	\$6.03	\$1.27	\$0.00	\$182.21	\$50.20	\$0.00	\$232.41	\$7.30	3.2%	
2	\$301.65	\$97.87	\$0.00	\$399.52	\$10.33	\$2.55	\$0.00	\$311.98	\$100.42	\$0.00	\$412.40	\$12.88	3.2%	
3	\$428.39	\$146.80	\$0.00	\$575.19	\$14.67	\$3.82	\$0.00	\$443.06	\$150.62	\$0.00	\$593.68	\$18.49	3.2%	
4	\$555.20	\$195.74	\$0.00	\$750.94	\$19.01	\$5.09	\$0.00	\$574.21	\$200.83	\$0.00	\$775.04	\$24.10	3.2%	
5	\$682.08	\$244.68	\$0.00	\$926.76	\$23.35	\$6.37	\$0.00	\$705.43	\$251.05	\$0.00	\$956.48	\$29.72	3.2%	
6	\$808.93	\$293.61	\$0.00	\$1,102.54	\$27.70	\$7.64	\$0.00	\$836.63	\$301.25	\$0.00	\$1,137.88	\$35.34	3.2%	
Commercial Cans	\$24.49	\$4.09	\$0.00	\$28.58	\$0.84	\$0.11	\$0.00	\$25.33	\$4.20	\$0.00	\$29.53	\$0.95	3.3%	
Roll-off Bodies		TPL												
Regular-P	5.00	\$340.43	\$474.51	\$0.00	\$814.94	\$0.00	\$0.00	\$0.00	\$340.43	\$474.51	\$0.00	\$814.94	\$0.00	0.0%
Compacted-P	7.00	\$365.28	\$664.32	\$0.00	\$1,029.60	\$0.00	\$0.00	\$0.00	\$365.28	\$664.32	\$0.00	\$1,029.60	\$0.00	0.0%
Hard to Handle-T	4.00	\$340.02	\$379.61	\$0.00	\$719.63	\$0.00	\$0.00	\$0.00	\$340.02	\$379.61	\$0.00	\$719.63	\$0.00	0.0%
Const/Demo-T	4.00	\$340.02	\$379.61	\$0.00	\$719.63	\$0.00	\$0.00	\$0.00	\$340.02	\$379.61	\$0.00	\$719.63	\$0.00	0.0%
Additional Residential Trash Cart		\$5.07	\$0.00	\$0.00	\$5.07	\$0.29	\$0.00	\$0.00	\$5.36	\$0.00	\$0.00	\$5.36	\$0.29	5.7%
Temporary Drop Off Bin		\$79.04	\$46.93	\$0.00	\$125.97	\$4.50	\$1.22	\$0.00	\$83.54	\$48.15	\$0.00	\$131.69	\$5.72	4.5%

City of Buena Park

Current Rates

7/1/2024**Commercial Comingled Organics**

<u>1st Bin</u>	<u>Frequency</u>			<u>Extra</u>
<u>Size</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>Pickup</u>
Cart (65 gl)	\$99.36	\$198.74	\$298.11	\$39.74
Cart (96 gl)	\$110.30	\$220.61	\$330.92	\$44.11
2 CY	\$215.18	\$430.36	\$645.55	\$86.08

Each Additional Bin

<u>Size</u>	<u>1</u>	<u>2</u>	<u>3</u>
Cart (65 gl)	\$94.40	\$188.81	\$283.20
Cart (96 gl)	\$104.79	\$209.58	\$314.37
2 CY	\$204.43	\$408.85	\$613.28

Commercial Comingled Recycling

<u>Size</u>	<u>Frequency</u>			<u>Extra</u>
	<u>1</u>	<u>2</u>	<u>3</u>	<u>Pickup</u>
Cart (96 gl)	\$48.74	\$97.46	\$146.20	\$24.37
3 CY	\$97.46	\$194.93	\$292.40	\$48.74

City of Buena Park

Proposed Rates

7/1/2025**Commercial Comingled Organics**CPI 3.424%

<u>1st Bin</u>	<u>Frequency</u>			<u>Extra</u>
<u>Size</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>Pickup</u>
Cart (65 gl)	\$102.76	\$205.54	\$308.32	\$41.10
Cart (96 gl)	\$114.08	\$228.16	\$342.25	\$45.62
2 CY	\$222.55	\$445.10	\$667.65	\$89.03

Each Additional Bin

<u>Size</u>	<u>1</u>	<u>2</u>	<u>3</u>
Cart (65 gl)	\$97.63	\$195.27	\$292.90
Cart (96 gl)	\$108.38	\$216.76	\$325.13
2 CY	\$211.43	\$422.85	\$634.28

Commercial Comingled RecyclingCPI 3.424%

<u>Size</u>	<u>Frequency</u>			<u>Extra</u>
	<u>1</u>	<u>2</u>	<u>3</u>	<u>Pickup</u>
Cart (96 gl)	\$50.41	\$100.80	\$151.21	\$25.20
3 CY	\$100.80	\$201.60	\$302.41	\$50.41

7/1/25 Rate Adjustments

Consumer Price Index for All Urban Consumers (CPI-U) Original Data Value

Series Id: CUURS49ASA0
Not Seasonally Adjusted
Series Title: All items in Los Angeles-Long Beach-Anaheim, CA, all urban
Area: Los Angeles-Long Beach-Anaheim, CA
Item: All items
Base Period: 1982-84=100

Res Recycling Index	Res Service Index	Res Landfill Index	Comm Service, Organics, Recycle Index
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Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631
2019	269.468	269.608	271.311	273.945	274.479	274.380	274.682	274.579	276.054	278.075	277.239	275.553
2020	277.755	278.657	276.589	275.853	276.842	278.121	279.899	280.116	279.366	279.947	280.102	279.560
2021	280.178	281.347	282.648	285.808	287.620	289.218	290.890	291.333	292.209	294.961	296.790	297.925
2022	301.209	302.164	306.679	308.302	310.649	314.072	313.415	313.608	315.033	317.014	314.633	312.601
2023	318.591	317.571	317.873	320.089	320.514	322.055	321.931	324.050	324.984	324.545	323.341	323.456
2024	326.640	328.232	330.671	332.572	332.956	332.357	332.928	333.359	334.123	334.242	333.718	334.531
2025	337.508											

Change
% Change

9.309	9.139	9.697	11.075
2.873%	2.812%	2.988%	3.424%

		2.60%		
Commercial Disposal Index	Current	7/1/2025	Increase	% Incr
OC Tip Fee/Ton	\$42.65	\$43.76	\$1.11	2.60%

Deferred from 7/1/2023

Eff 7/1/25	2.873%	5.697%	2.988%
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CITY OF BUENA PARK

Notice of Refuse Rate Increase

Notice is hereby given that the following refuse rate increases will take effect on July 1, 2025.

The monthly base rate for refuse services is comprised of three components: 1) an amount for the administration and operation of automated and manual curbside collection services (the service component); 2) an amount for the hauler to dispose of the refuse in the landfill (the landfill fee); and 3) an amount for recycling. The total amount of the refuse bill for each residential unit is determined by the quantity of refuse containers.

A rate adjustment is being added to the service, recycling, and landfill fee components due to the increasing costs of providing refuse collection, recycling services, landfill disposal, fuel, wages, and other personnel-related costs.

The increases are as follows:

	CURRENT RATE	NEW RATE AS OF JULY 1, 2025
Base Rate (per month)	\$25.02	\$26.11
Additional Wheeled Container (per month)	\$5.07	\$5.36
3 Cubic Yard Temporary Bin (per use)	\$125.97	\$131.69

In addition, without conducting another noticed public hearing, annually on each July 1st, beginning July 1, 2025, and continuing through July 1, 2026, the City proposes to increase the rates as follows:

- the service component of the base rate (\$14.68 as of 7/1/25), the additional wheeled container (\$5.36 as of 7/1/25), and the 3 Cubic Yard Temporary Bin (\$83.54 as of 7/1/25) may be increased by the annual percentage increase in the Los Angeles-Riverside-Orange County CA Consumer Price Index for all Urban Consumers between the two previous Septembers; and
- the recycling component of the base rate (\$5.43 as of 7/1/25) may be increased by the annual percentage increase in the Los Angeles-Riverside-Orange County CA Consumer Price Index for all Urban Consumers between the two previous Augusts. There is no recycle fee for the 3 Cubic Yard Temporary Bin.
- the landfill fee component of the base rate (\$6.00 as of 7/1/25) and the 3 Cubic Yard Temporary Bin (\$48.15 as of 7/1/25) may be increased by the annual percentage increase in the All Urban Consumers, U.S. city average, All items, Not Seasonally Adjusted, Series ID CUUR0000SA0 between the two previous Octobers.

Additional data and information pertaining to this matter, including the refuse rate schedule, may be obtained from the Public Works Department, 6650 Beach Boulevard, Buena Park, California, 90622.



CIUDAD DE BUENA PARK

Aviso de Aumento de la Tasa de Basuras

부에나파크 시 - 폐기물 수거비 인상 안내

Los estamos notificando por este medio que los siguientes aumentos de los cobros de la basura entraran en vigor el 1 de julio 2025. El cobro mensual de servicios de basura está consta de tres componentes; 1) una cantidad para la administración y operación de los servicios de recolección automatizada y manual en la acera (servicio); 2) una cantidad para que el transportista elimine la basura en el vertedero (cobro de vertedero); y 3) una cantidad para reciclar. El costo total de la factura de basura de cada unidad residencial está determinado por la cantidad de contenedores de basura.

Se agregará un ajuste de costo a los componentes de la tarifa de servicio, reciclaje y vertedero debido a los crecientes costos de recolección de basura, servicios de reciclaje, disposición en vertederos, combustible, salarios y otros costos relacionados con el personal. Los aumentos son los siguientes:

	COBRO ACTUAL	COBRO NUEVO A PARTIR DEL 1 DE JULIO DE 2025
Tasa básica (por mes)	\$25.02	\$26.11
Contenedor con ruedas adicional (por mes)	\$5.07	\$5.36
Contenedor temporal de 3 yardas cúbicas (por uso)	\$125.97	\$131.69

Además, sin realizar otra audiencia pública y notificada, anualmente cada 1 de julio, a partir del 1 de julio de 2025 y hasta el 1 de julio de 2026, la Ciudad propone aumentar las tarifas de la siguiente manera:

- el componente de servicio de la tarifa básica (\$14.68 a partir del 7/1/25), el contenedor con ruedas adicional (\$5.36 a partir del 7/1/25), y el contenedor temporal de 3 yardas cúbicas (\$83.54 desde 7/1/25) puede ser incrementado pro el porcentaje anual de incremento en el Índice de Precios al Consumidor de Los Ángeles-Riverside-Condado de Orange CA para todos los consumidores urbanos entre los dos septiembres anteriores; y
- el componente de reciclaje a la tarifa básica (\$5.43 desde 7/1/25) puede incrementarse por el aumento porcentual anual en el índice de precios al consumidor de de Los Ángeles-Riverside-Condado de Orange CA para todos los consumidores urbanos entre los dos agostos anteriores. No hay cobros de reciclar para el contenedor temporal de 3 yardas cúbicas.
- el componente de la tarifa de vertedero (\$6.00 desde 7/1/25) y el contenedor de 3 yardas cúbicas (\$48.15 desde 7/1/25) pueden incrementar por el aumento porcentual anual en todos los consumidores urbanos, promedio de la ciudad de EE. UU., todos los artículos, sin ajuste estacional, ID de serie CUUR0000SA0 entre los dos meses de octubre anteriores.

Se puede obtener información adicional y más relacionada con este asunto, incluido el programa de tarifas de basura, del Departamento de Public Works, 6650 Beach Boulevard, Buena Park, California, 90622.

2025년 7월 1일 부터 다음과 같은 폐기물 수거비 인상이 시행됨을 알립니다. 쓰레기 서비스에 대한 월 기본 요금은 세 가지 요소로 구성됩니다: 1) 자동 및 수동 도로변 수거 서비스의 관리 및 운영 요금 (서비스 요소); 2) 운송업체가 쓰레기를 매립지에 처분하는 요금 (매립료); 그리고 3) 재활용 요금. 세대별 폐기물 수거비 청구서 총액은 쓰레기통의 수량에 따라 결정됩니다.

쓰레기 수거, 재활용 서비스, 매립지 처리, 연료, 임금 및 기타 인력 관련 비용의 인상으로 인해 서비스 요소, 재활용 요금 및 매립료와 같은 폐기물 수거비 구성 요소의 요금 조정이 시행됩니다. 증가 금액은 다음과 같습니다:

	현 수거비	2025년 7월 1일 부터 새로운 요금
기본 금액 (월)	\$25.02	\$26.11
추가 바퀴 달린 컨테이너 (월)	\$5.07	\$5.36
3 입방 (Cubic Yard) 임시 컨테이너 (이용 횟수)	\$125.97	\$131.69

또한 2025년 7월 1일부터 2026년 7월 1일까지 매년 7월 1일에 시정부는 다른 공청회를 실시하지 않고 다음과 같이 요금을 인상할 것을 제안합니다:

- 서비스 요소 중 기본 요금에 해당되는 금액 (7월 1일 2025년 기준 \$14.68), 추가 바퀴 달린 컨테이너에 해당되는 금액 (7월 1일 2025년 기준 \$5.36) 및 3 입방 (Cubic Yard) 임시 컨테이너에 해당되는 금액 (7월 1일 2025년 기준 \$83.54)은 지난 두 해의 9월 사이에 모든 도시 소비자의 로스앤젤레스-리버사이드-오렌지 카운티 캘리포니아 소비자 물가 지수의 연간 백분율 증가에 따라 인상될 수 있습니다.
- 재활용 요금 요소 중 기본 요금에 해당되는 금액 (7월 1일 2025년 기준 \$5.43)은 지난 두 해의 8월 사이에 모든 도시 소비자의 로스앤젤레스-리버사이드-오렌지 카운티 캘리포니아 소비자 물가 지수의 연간 백분율 증가에 따라 인상될 수 있습니다. 3 입방 (Cubic Yard) 임시 컨테이너에 해당하는 재활용 요금은 없습니다.
- 매립료 요소 중 기본 요금에 해당되는 금액 (7월 1일 2025년 기준 \$6.00)과 3 입방 (Cubic Yard) 임시 컨테이너에 해당되는 금액 (7월 1일 2025년 기준 \$48.15)은 모든 도시 소비자의 미국 도시 평균, 모든 항목, 계절에 따라 조정되지 않은, 지난 두 해의 10월 사이의 시리즈 ID CUUR0000SA0의 백분율 증가에 따라 인상될 수 있습니다.

폐기물 수거비 요금제를 포함한 기타 관련 추가 정보는 부에나파크 시 공공사업부 (Public Works Department), 6650 Beach Boulevard, Buena Park, California, 90622 에서 문의할 수 있습니다.

D. AUTHORIZE NORESCO, LLC TO PROCEED TO THE 90% INVESTMENT GRADE AUDIT PHASE, APPROVE A BUDGET APPROPRIATION, AND APPROVE AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT WITH JBA CONSULTING DBA NV5 CONSULTANTS, INC. FOR INVESTMENT GRADE AUDIT AGREEMENT (IGAA) SUPPORT

Meeting	Agenda Group
Tuesday, May 27, 2025, 5:00 PM	NEW BUSINESS Item: 5D.
Prepared By	Department Head Approval
Frances Capistrano, Management Analyst	Mina Mikhael, Director of Public Works/City Engineer
Presented By	
Mina Mikhael, Director of Public Works/City Engineer	

RECOMMENDED ACTION

1) Authorize NORESCO, LLC to proceed to the 90% Investment Grade Audit Phase with a cost in the amount of \$189,000; 2) Approve Amendment No. 3 to Professional Services Agreement 23-08 with JBA Consulting dba NV5 Consultants, Inc. for Investment Grade Audit Agreement (IGAA) support in the amount of \$19,262; 3) Approve a budget allocation of \$209,000 from the undesignated General Fund balance to fund the NORESCO, LLC and NV5 agreements; 4) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 5) Authorize the City Manager and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

On March 8, 2022, the City Council reviewed a study session presentation on conducting an Investment Grade Audit (IGA) to identify energy efficiency opportunities at City facilities and directed staff to issue a Request for Qualifications (RFQ) to find qualified energy service companies (ESCOs). In January 2023, the City issued the RFQ, and on March 28, 2023, following a presentation of the RFQ results, the City Council directed staff to negotiate an Energy Services Agreement with NORESCO, LLC to perform the IGA and an implement energy infrastructure modernization projects.

On August 13, 2024, the City Council entered into an agreement with NORESCO, LLC to perform an IGA for city facilities.

The City retained NV5 Consultants, Inc. to provide technical guidance in the negotiation and review of an IGA.

On September 10, 2024, the City Council approved Amendment No. 2 to Professional Services Agreement 23-08 with JBA Consultants for IGA support. This amendment is to proceed with Phase B, which focuses on IGA and Design Oversight.

DISCUSSION

The Energy Conservation and Efficiency Project (ESCO) is a project delivery approach authorized by Government Code 4217 and utilized by public agencies to minimize their carbon footprint while simultaneously reducing energy costs by utilizing sustainable designs and improvements. The City has retained NORESKO, LLC for the Investment Grade Audit (IGA) and preliminary design portion of the project.

The IGA of City facilities, as being performed by NORESKO, LLC, is completed in three intervals. Presently, the 50% IGA Phase has reached its milestone with presentation of the preliminary findings and recommended Energy Conservation Measures (ECMs) for City facilities, as mutually agreed upon with City staff and Owner's Representative, for City Council review and authorization to proceed into the 90% IGA Phase.

50% IGA (completed)

The 50% IGA Phase preliminary findings and recommended ECMs are based on indicative costs, economics, savings, incentives and funding as evaluated over the course of the phase, in step with facility data collection and City staff input. During this phase, the following sequenced tasks and activities were carried out to support and substantiate preliminary identified Energy Conservation project scenarios that meet the City's goals:

- Collection of facility information and data
- Audit and inventory of existing facility systems and equipment
- Establishing baselines, energy profiles and rate analysis
- Engineering and financial evaluation of ECMs that meet the City's financial, energy and maintenance goals
- Preliminary energy savings developed for each ECM
- Preliminary cost estimates for each ECM based on past projects, estimates from subcontractors, and cost metrics.
- Life cycle cost analysis including the value of non-energy benefits to determine the optimal set of projects for further design and development in the 90% IGA phase

90% IGA

With the City Council's approval, NORESKO, LLC will advance the design and development of the ECMs mutually agreed upon by NORESKO, LLC and City, as guided by the 50% Phase preliminary findings and successive collaboration. During the 90% IGA Phase, NORESKO will implement a detailed task and activity list with focus on overall project formation and ECM optimization that will entail:

- Detailed Savings Analysis
 - With adherence to industry best practices and analysis methodologies including valuating other ECM benefits such as Operations & Maintenance (O&M) savings
- Current and available federal, state, utility and other entity incentives, rebates and grants will be quantified and confirmed as available and applicable to the project
- Confirmation of utility cost escalation rates
- Detailed ECM and Capital Improvement Costs
 - Firm fixed-price costs for the design, installation, implementation and commissioning of the proposed ECMs, including breakouts for labor, materials and equipment; Service phase fees including maintenance, measurement and verification, and training fees
- Project Financing Planning
 - NORESKO, LLC will work with the City to identify financing plans to pay for the Project, which will be financed through a guaranteed reduction in utility costs, operational costs and the procurement of utility and other incentives. The project is expected to be financed through a separate contract with 3rd partner financier, with the City option to provide capital, if desired
- Measurements & Verification (M&V), O&M, Commissioning & Training Plans

At the close of the 90% IGA Phase, the findings and recommendations will be presented to City staff and Owners Representative, for review and comment. This review period of the IGA 90% Phase will conclude with the City Council's authorization to proceed with the Final IGA Report, which will include guaranteed savings and a guaranteed maximum price for the ECMs selected. Proceeding from the 50% phase to the 90% IGA phase will trigger an agreed upon fee of \$189,000 per the executed agreement between the City and NORESKO, LLC.

Separately, NV5 Consultants Inc. has submitted a proposal requesting additional funding to complete Phase B of the project. While the original timeline projected completion in 2024, progress on the IGA has reached approximately 50%, and the timeline is now expected to extend through summer 2025 due to various developments. In addition, NV5 Consultants Inc. is providing expanded services, including analysis of the Microgrid Incentive Program and continued stakeholder engagement. To support the completion of Phase B, an additional \$19,262 is being requested for allocation.

The City Attorney has reviewed the proposed amendment to the professional services agreement.

BUDGET IMPACT

Staff is requesting a total of \$209,000 allocated from the undesignated General Fund balance to the Professional Contractual Account (77-170670-6240).

Attachments

[Att 1 of 3 - Amendment No. 3 to NV5 Agreement](#)

[Att 2 of 3 - EntelliChoice Scenarios](#)

[Att 3 of 3 - PSA 24-09 - NORESKO - ESCO Design](#)

**AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT 23-08
WITH J.B.A. CONSULTING ENGINEERS, INC. DBA NV5**

This Amendment No. 3 ("Amendment 3") to Professional Services Agreement ("Amendment") is dated **May 28, 2025**, and entered into between the City of Buena Park, a California municipal corporation ("CITY") and **J.B.A. Consulting Engineers, Inc. dba NV5**, a lawful business entity ("CONSULTANT"). CITY and CONSULTANT are at times referred to herein jointly as the "Parties" and individually as a "Party."

WHEREAS, the Parties previously entered into that certain Professional Services Agreement dated **May 9, 2023** (the "Agreement"), pursuant to which CITY contracted with CONSULTANT to provide the "Services" defined in Section 2.0 and Exhibit "A" to the Agreement;

WHEREAS, on January 25, 2024, CITY approved a letter amendment to the Agreement modifying the Services to include the "Phase A – Planning & Procurement Oversight" services ("Phase A Services") that were described in CONSULTANT's letter proposal dated January 18, 2024 ("Consultant's Proposal"), and specifying the compensation to be paid CONSULTANT in consideration for the Phase A Services;

WHEREAS, on September 10, 2024, the Parties entered into Amendment No. 2 to the Agreement authorizing CONSULTANT to perform the "Phase B – Investment-Grade Audit & Design (IGA) Oversight" services described in Consultant's Proposal ("Phase B Services"); and

WHEREAS, the Parties now desire to again amend the Agreement to expand the Phase B Services and increase the compensation to paid CONSULTANT therefor, subject to the terms and conditions set forth in this Amendment.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated by the Parties as a substantive part of this Amendment.
2. **ADDITIONAL SERVICES:** In addition to the Phase B Services to be provided by CONSULTANT under Amendment No. 2, CONSULTANT shall provide to CITY those additional services that are specifically described in Exhibit "A" to this Amendment No. 3 (the "*Additional Services*"). CONSULTANT shall commence performing the Additional Services upon receipt of a written notice from CITY authorizing CONSULTANT to proceed, and only to the extent of such authorization. CITY may, from time to time, request further changes in the scope of services to be performed by CONSULTANT under the Agreement. Such changes shall be in the form of a further written amendment to the Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.
3. **ADDITIONAL COMPENSATION:** Subject to the maximum compensation amount hereafter provided, the CITY shall compensate CONSULTANT for the Additional Services at the rates set forth in Exhibit "A" to this Amendment No. 3, provided that the maximum total "NOT-TO-EXCEED" compensation that may be paid CONSULTANT under this Amendment No. 3, including reimbursement for expenses, if any, is \$19,262.00.

4. **INCORPORATION.** Except as expressly amended herein this Amendment, all other terms and provisions of the Agreement and previously amended shall govern this Amendment No. 3 and remain in full force and effect, being deemed incorporated fully herein by this reference.

CITY OF BUENA PARK
a California Municipal Corporation

CONSULTANT

BY: _____
Aaron France, City Manager

Name of Business

Signature

ATTEST:

Print Name

BY: _____
Adria M. Jimenez, MMC, City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

May 15th, 2025

City of Buena Park
Mina Mikhael, PE
Director of Public Works/City Engineer
P: 714.562.3672
mmikhael@buenapark.com
6650 Beach Blvd
Buena Park, CA 90621

Subject: Request for Additional Funds for IGA Oversight for the City of Buena Park, CA

Dear Mr. Mikhael:

In accordance with our recent discussions, **J.B.A. Consulting Engineers, Inc. dba NV5 Consultants, Inc. (NV5)** is submitting this proposal to request additional funds on our original proposal dated January 18th, 2024 (“Original Proposal”) and Amendment #2 to our PSA with the City. We are requesting additional funds for various reason, including:

- (1) **Timeline:** The Project timeline was originally estimated to be completed in 2024. Due to various developments in the IGA process, we are currently ~50% complete and this will likely extend through Summer 2025.
- (2) **Additional Services:** NV5 provided subject matter expertise and additional analysis above and beyond the original scope contemplated in the Original Proposal. Most notably, this includes analysis for the Microgrid Incentive Program.
- (3) **Additional Stakeholder Engagement Activities:** During the 50% submission process, we prepared materials and successfully presented to various City stakeholders in a series of unanticipated meetings. Due to the success of this approach, we expect this process to be repeated for the 90% submission and ultimately, the 100% submission as well.

SUMMARY OF PROPOSED ADDITIONAL FEES

The fees for this work shall be on a **Fixed Fee** basis. Invoices shall be prepared and submitted monthly based on the level of effort by the NV5 team.

SERVICES	FEES
Additional Funds for IGA Oversight	\$19,262
Expenses	Included
TOTAL	\$19,262

AUTHORIZATION

All services will be conducted in accordance with this Proposal and Amendment #2 of the PSA. To initiate services, please complete and return the attached “Proposal Acceptance Agreement” form. Our Proposal will remain valid for acceptance for up to 90-days from the date of this Proposal. Upon which, we reserve the right to modify the Proposal, scope, and fees.

We appreciate the opportunity to be of service to you again.

Regards,



Aldo Mazzaferro, PE, CEM, CEA
Executive Director of Business Development
NV5 – Clean Energy
516.567.2337
Aldo.mazzaferro@nv5.com

NV5 Hourly Rate Schedule

Labor Category	2025	2026
Intern	\$83	\$85
Project Coordinator I	\$99	\$102
Associate Engineer	\$133	\$137
Engineer I	\$149	\$153
Engineer II	\$168	\$173
Engineer III	\$201	\$207
Associate Project Manager	\$217	\$224
Project Manager	\$240	\$247
Senior Project Manager	\$279	\$287
Program Manager	\$289	\$298
Director	\$300	\$309
Executive Director	\$321	\$331
Principal	\$334	\$344

PROPOSAL ACCEPTANCE AGREEMENT

Description of Services: Energy Consulting Services
 Project Name: City of Buena Park – IGA Oversight
 Project Location: Buena Park, CA
 Proposal No.: N/A
 Proposal Date: May 15th, 2025

APPROVAL & PAYMENT OF CHARGES: *Invoices will be charged and mailed to the account of:*

Firm: _____

Attention: _____

Address: _____

_____ Email: _____

Telephone: _____ Fax: _____

PROPOSAL ACCEPTED BY:

AUTHORIZED SIGNATURE: _____

NAME & TITLE: _____

DATE ACCEPTED: _____

PAYMENT TERMS: Submitted invoices shall be processed within 30 days of receipt by the Client

Please remit payments to: PO Box 74008680, Chicago, IL 60674-8680

PROPERTY OWNER IDENTIFICATION (If other than above)


Name: _____

Address: _____

Telephone: _____ Fax: _____

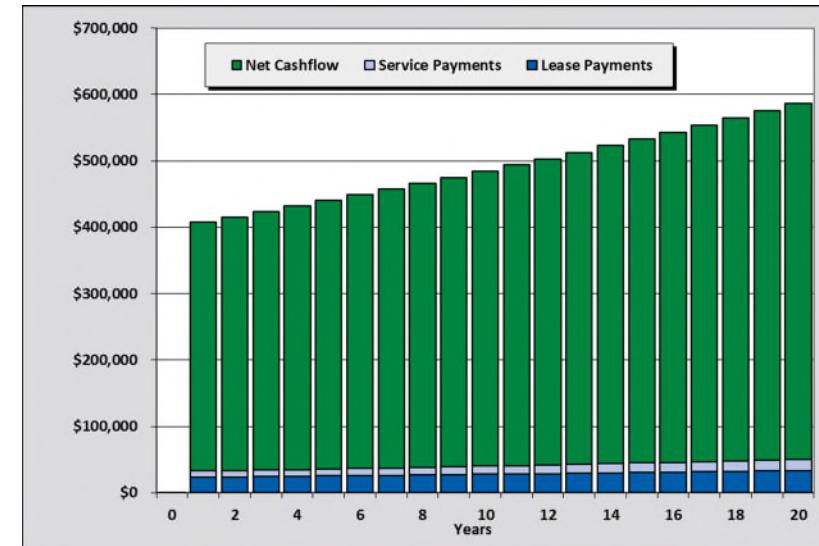
This Proposal Acceptance Agreement, the scope of services outlined in the proposal, Schedule of Fees, and standard terms and conditions constitute the entire agreement between the Client and NV5 and supersede all prior written or oral understandings.

ALL ECM SELECTION

<div> <div>by</div> <div> <div>HR</div> <div>HC</div> <div>SR</div> <div>SC</div> </div> <div>  </div> </div>											
<div> <div>OPTION F - All ECMs (excluding Solar PV & Hyperchlorite Generation)</div> </div>											
	City Hall	Police Department	City Yard	Community Center	Ehlers Event Center	Stage Stop Hotel Tourism Office	Boisefranc Park	Carl Brenner Park	William Peak Park	George Bellis Park	
1.1	✓	✓	✓	✓	✓		✓	✓	✓	✓	
1.2	•				•		•				
2.1	✓	✓	✓		✓	✓					
3.1			✓	✓	✓	✓	✓		✓		
4.1	✓	✓	✓	✓	✓						
5.1	•	•	•	•	•						
5.2	•	•	•	•	•						
6.1	✓	✓	✓	✓	✓		✓		✓	✓	
6.2				✓							
6.3									•		
6.4									✓		
7.1	✓	✓	✓	✓	✓				✓		
7.2	✓		✓	✓	✓				✓		
7.3			✓								


ALL ECM PROJECT COST AND CASHFLOW (w/ \$4.5mil City Contribution)

Year	Lease Payments	Service Payments	Owner's Rep Annual Fee	Guaranteed Savings	Net Cashflow
0	\$0	\$0	\$0	\$0	(\$4,500,000)
1	\$23,493	\$9,117	\$0	\$407,661	\$375,051
2	\$23,939	\$9,413	\$0	\$415,529	\$382,176
3	\$24,394	\$9,719	\$0	\$423,549	\$389,435
4	\$24,858	\$10,035	\$0	\$431,723	\$396,830
5	\$25,330	\$10,361	\$0	\$440,055	\$404,364
6	\$25,812	\$10,698	\$0	\$448,549	\$412,039
7	\$26,302	\$11,046	\$0	\$457,206	\$419,858
8	\$26,801	\$11,405	\$0	\$466,030	\$427,824
9	\$27,310	\$11,775	\$0	\$475,024	\$435,938
10	\$27,829	\$12,158	\$0	\$484,192	\$444,205
11	\$28,357	\$12,553	\$0	\$493,537	\$452,627
12	\$28,895	\$12,961	\$0	\$503,062	\$461,206
13	\$29,443	\$13,382	\$0	\$512,771	\$469,946
14	\$30,001	\$13,817	\$0	\$522,668	\$478,849
15	\$30,570	\$14,266	\$0	\$532,755	\$487,919
16	\$31,150	\$14,730	\$0	\$543,037	\$497,158
17	\$31,740	\$15,209	\$0	\$553,518	\$506,569
18	\$32,341	\$15,703	\$0	\$564,201	\$516,157
19	\$32,954	\$16,213	\$0	\$575,090	\$525,923
20	\$33,578	\$16,740	\$0	\$586,189	\$535,871
	\$565,097	\$251,303	\$0	\$9,836,345	\$4,519,945



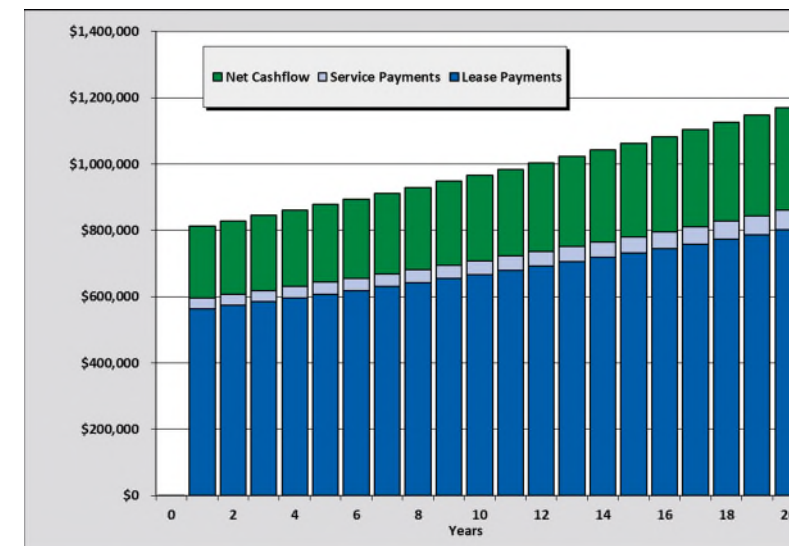
Project Turnkey Price:	\$5,884,390
3rd Party Engineer Review Fee:	\$0
Customer Contribution:	-\$4,500,000
Estimated Utility Rebates:	-\$1,038,467
Customer's Construction Interest:	\$0
Total Financed Amount	\$345,923
Present Value of Cash Flow:	\$5,453,246

ALL ECMS & SOLAR + ESS

<div> <div>by</div> <div> <div>HR</div> <div>HC</div> <div>SR</div> <div>SC</div> </div> <div>  <p>OPTION E - All ECMs (excluding Hypochlorite) Including Solar+Battery w/ City \$4.5 mil Buydown</p> </div> </div>											
	City Hall	Police Department	City Yard	Community Center	Ehlers Event Center	Stage Stop Hotel Tourism Office	Boisseranc Park	Carl Brenner Park	William Peak Park	George Bellis Park	
1.1	✓	✓	✓	✓	✓		✓	✓	✓	✓	
1.2	•				•		•				
2.1	✓	✓	✓		✓	✓					
3.1			✓	✓	✓	✓	✓		✓		
4.1	✓	✓	✓	✓	✓						
5.1	•	•	•	•	•						
5.2	✓	✓	✓	✓	✓						
6.1	✓	✓	✓	✓	✓		✓		✓	✓	
6.2				✓							
6.3									•		
6.4									✓		
7.1	✓	✓	✓	✓	✓				✓		
7.2	✓		✓	✓	✓				✓		
7.3			✓								


ALL ECMS & SOLAR + ESS PROJECT COST & CASH FLOW (w/ \$4.5mil City Contribution)

Year	Lease Payments	Service Payments	Owner's Rep Annual Fee	Guaranteed Savings	Net Cashflow
0	\$0	\$0	\$0	\$0	(\$4,500,000)
1	\$563,758	\$31,561	\$0	\$813,069	\$217,749
2	\$574,354	\$32,587	\$0	\$828,761	\$221,820
3	\$585,145	\$33,646	\$0	\$844,756	\$225,965
4	\$596,134	\$34,739	\$0	\$861,060	\$230,186
5	\$607,326	\$35,868	\$0	\$877,678	\$234,484
6	\$618,724	\$37,034	\$0	\$894,618	\$238,860
7	\$630,331	\$38,238	\$0	\$911,884	\$243,315
8	\$642,151	\$39,480	\$0	\$929,483	\$247,852
9	\$654,188	\$40,763	\$0	\$947,422	\$252,471
10	\$666,446	\$42,088	\$0	\$965,707	\$257,173
11	\$678,928	\$43,456	\$0	\$984,346	\$261,961
12	\$691,639	\$44,868	\$0	\$1,003,343	\$266,836
13	\$704,583	\$46,327	\$0	\$1,022,708	\$271,798
14	\$717,763	\$47,832	\$0	\$1,042,446	\$276,851
15	\$731,184	\$49,387	\$0	\$1,062,565	\$281,994
16	\$744,850	\$50,992	\$0	\$1,083,073	\$287,231
17	\$758,766	\$52,649	\$0	\$1,103,976	\$292,562
18	\$772,934	\$54,360	\$0	\$1,125,283	\$297,988
19	\$787,361	\$56,127	\$0	\$1,147,001	\$303,513
20	\$802,051	\$57,951	\$0	\$1,169,138	\$309,136
	\$13,528,619	\$869,955	\$0	\$19,618,319	\$719,745



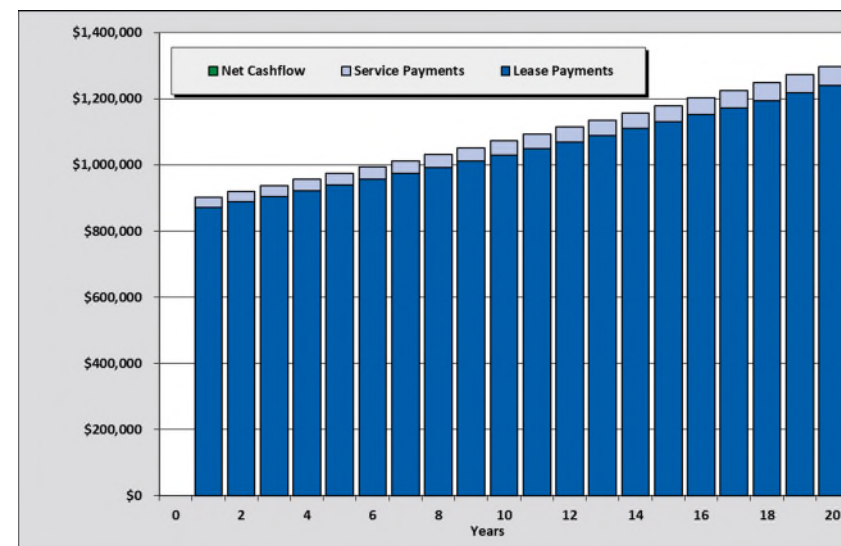
Project Turnkey Price:	\$18,971,710
3rd Party Engineer Review Fee:	\$0
Customer Contribution:	-\$4,500,000
Estimated Utility Rebates:	-\$7,091,408
Customer's Construction Interest:	\$904,542
Total Financed Amount	\$8,284,844
Present Value of Cash Flow:	\$3,157,446

ALL ECMS & SOLAR + ESS

<div> <div>by</div> <div> <div>HR</div> <div>HC</div> <div>SR</div> <div>SC</div> </div> <div>  </div> </div>											
<div> <div>OPTION E - All ECMs (excluding Hypochlorite)</div> <div>Including Solar+Battery w/ City \$4.5 mil</div> <div>Buydown</div> </div>											
	City Hall	Police Department	City Yard	Community Center	Ehlers Event Center	Stage Stop Hotel Tourism Office	Boiseranc Park	Carl Brenner Park	William Peak Park	George Bellis Park	
1.1	Interior & Exterior LED Lighting	✓	✓	✓	✓	✓	✓	✓	✓	✓	
1.2	Non-ECM Lighting Retrofits	•				•	•				
2.1	HVAC Replacements	✓	✓	✓		✓	✓				
3.1	HVAC Controls			✓	✓	✓	✓		✓		
4.1	EV Charging Stations	✓	✓	✓	✓	✓					
5.1	Solar PV Installation	•	•	•	•	•					
5.2	Solar PV + ESS Installation	✓	✓	✓	✓	✓					
6.1	Domestic Water	✓	✓	✓	✓	✓	✓		✓	✓	
6.2	Other Domestic Water (Kitchens, Classrooms)				✓						
6.3	Hypochlorite Generation								•		
6.4	Aquatic Controllers								✓		
7.1	Weatherization	✓	✓	✓	✓	✓			✓		
7.2	Window Film	✓		✓	✓	✓			✓		
7.3	Generator Heat Pump			✓							

ALL ECMS & SOLAR + ESS PROJECT COST & CASH FLOW (w/ \$0 City Contribution)

Year	Lease Payments	Service Payments	Owner's Rep Annual Fee	Guaranteed Savings	Net Cashflow
0	\$0	\$0	\$0	\$0	\$0
1	\$871,246	\$31,561	\$0	\$813,069	(\$89,738)
2	\$887,620	\$32,587	\$0	\$828,761	(\$91,446)
3	\$904,297	\$33,646	\$0	\$844,756	(\$93,186)
4	\$921,280	\$34,739	\$0	\$861,060	(\$94,960)
5	\$938,576	\$35,868	\$0	\$877,678	(\$96,766)
6	\$956,190	\$37,034	\$0	\$894,618	(\$98,607)
7	\$974,128	\$38,238	\$0	\$911,884	(\$100,482)
8	\$992,395	\$39,480	\$0	\$929,483	(\$102,393)
9	\$1,010,998	\$40,763	\$0	\$947,422	(\$104,339)
10	\$1,029,941	\$42,088	\$0	\$965,707	(\$106,322)
11	\$1,049,232	\$43,456	\$0	\$984,346	(\$108,343)
12	\$1,068,876	\$44,868	\$0	\$1,003,343	(\$110,401)
13	\$1,088,879	\$46,327	\$0	\$1,022,708	(\$112,498)
14	\$1,109,248	\$47,832	\$0	\$1,042,446	(\$114,634)
15	\$1,129,989	\$49,387	\$0	\$1,062,565	(\$116,811)
16	\$1,151,109	\$50,992	\$0	\$1,083,073	(\$119,028)
17	\$1,172,614	\$52,649	\$0	\$1,103,976	(\$121,287)
18	\$1,194,511	\$54,360	\$0	\$1,125,283	(\$123,588)
19	\$1,216,807	\$56,127	\$0	\$1,147,001	(\$125,933)
20	\$1,239,508	\$57,951	\$0	\$1,169,138	(\$128,321)
	\$20,907,447	\$869,955	\$0	\$19,618,319	(\$2,159,084)



Project Turnkey Price:	\$18,971,710
3rd Party Engineer Review Fee:	\$0
Customer Contribution:	\$0
Estimated Utility Rebates:	-\$7,091,408
Customer's Construction Interest:	\$923,292
Total Financed Amount	\$12,803,594
Present Value of Cash Flow:	(\$1,305,241)

CITY OF BUENA PARK
AGREEMENT FOR PROGRESSIVE DESIGN-BUILD SERVICES
Energy Conservation and Performance Contract
PSA 24-09

This Agreement for Progressive Design-Build Services ("*Agreement*") is dated as of **August 14, 2024** ("*Effective Date*"), and is between City of Buena Park, a California charter city ("*CITY*"), and **NORESCO, LLC**, a Delaware limited liability company ("*NORESCO*"). CITY and NORESCO are at times referred to herein jointly as "Parties" and individually as a "Party."

1. TERM. The term of this Agreement shall commence on the Effective Date and, unless terminated pursuant to Section 16.2 (Termination by CITY for Cause) or Section 16.3 (Termination for Convenience), shall remain in full force and effect until the first of the following to occur: (a) if, after the City Council accepts the Final IGA Report, the Parties amend this Agreement with NORESCO to contract for NORESCO to perform the remaining design, preconstruction, and construction activities (hereinafter the "Construction Work") sufficient to complete and close out an energy conservation and performance improvement project that is described in the Final IGA Report (a "Project"), then the term of this Agreement shall expire on the date the Project is accepted as complete by CITY; or alternatively, (b) this Agreement shall expire on the date that is 12 months after the date on which CITY accepts the Final IGA Report as complete if the Parties have not amended this Agreement to authorize NORESCO to perform Construction Work for a Project before that date (with such amendment hereinafter referred to as a "Construction Contract").

2. SERVICES. Subject to the terms and conditions in this Agreement, NORESCO shall provide to CITY those assessment, design, and preconstruction services that are specifically described in Exhibit "A" (the "Scope of Services" or simply the "Services") in furtherance of CITY exploring the viability of implementation of certain energy and water conservation, energy efficiency, energy generation and related energy capital improvements at specified CITY owned facilities. CITY may request changes to the Services and in such cases the changes and any resulting increase or decrease in the Compensation to be paid NORESCO, or to the Schedule of Performance (defined below), shall be documented in a written amendment to this Agreement. Increases or decreases in Compensation resulting from any change to the Services shall be based on the rates specified in the Compensation Schedule set forth in Exhibit A-1 ("Compensation Schedule"), or if not specified in the Compensation Schedule at then-applicable prevailing market rate charged by NORESCO to other public agencies located in the State of California for the same service. If, following NORESCO's completion of the Services, the Parties amend this Agreement to authorize NORESCO to perform Construction Work, then NORESCO shall perform the Construction Work as described in and pursuant to the terms and conditions of the Construction Contract agreed to by the Parties.

3. SCHEDULE OF PERFORMANCE. NORESCO shall commence providing the Services on the Effective Date and shall continue and complete performance in accordance with the benchmarks and deadlines described in the Scope of Services in Exhibit A. If a deadline is not established for a specific action or task that is needed to complete the Services, performance by NORESCO shall be completed in a timely and diligent manner reasonably acceptable to CITY.

4. COMPENSATION. As full and complete compensation for NORESCO's provision of the Services, including any reimbursable expenses if any, CITY shall pay NORESCO an amount determined as follows ("Compensation"):

4.1 If CITY, at any time prior to authorizing NORESCO to proceed with the 90% IGA Phase, terminates this Agreement pursuant to Section 16.2 or Section 16.3, then no compensation, payment, reimbursement, penalty, or consideration of any kind shall be due or payable by CITY; and if NORESCO, at any time prior to CITY authorizing NORESCO to proceed with the 90% IGA Phase, terminates this Agreement pursuant to Section 16.3, then no compensation, payment, reimbursement, penalty, or consideration of any kind shall be due or payable by CITY.

4.2 If CITY, at any time after authorizing NORESCO to proceed with the 90% IGA Phase as described in the Scope of Services in Exhibit A, terminates this Agreement pursuant to Sections 16.2 or 16.3, then CITY shall pay NORESCO for the reasonable value of design and predevelopment Services, but not the assessment portion of the Services, rendered prior to the effective date of termination based on the hourly rates set forth in the Compensation Schedule; provided that the total maximum Compensation paid NORESCO in this event shall NOT EXCEED the sum of \$189,000.00.

4.3 If CITY, following NORESCO's submission and CITY's acceptance of the Final IGA Report, in its sole and absolute discretion, amends this Agreement with NORESCO to authorize it to perform Construction Work for a Project that is described in the Final IGA Report, then CITY shall pay NORESCO for the design and predevelopment portion of the Services provided in completing the Final IGA Report, but not the assessment portion of the Services, based on the hourly rates set forth in the Compensation Schedule; provided that the total maximum Compensation paid NORESCO in this event shall NOT EXCEED the sum of \$189,000.00.

4.4 If CITY, following NORESCO's submission and CITY's acceptance of the Final IGA Report, does not, within a reasonable period of time not to exceed 12 months, amend this Agreement to authorize NORESCO to complete Construction Work for any portion of a Project that is described in the Final IGA Report, then CITY shall pay NORESCO for the design and predevelopment portion of the Services provided in completing the Final IGA Report, but not the assessment portion of the Services, based on the hourly rates set forth in the Compensation Schedule; provided that the total maximum Compensation paid NORESCO in this event shall NOT EXCEED the sum of \$189,000.00.

4.5 If CITY, following NORESCO's submission and CITY's acceptance of the Final IGA Report, formally solicits proposals from other design-build entities and affirmatively awards a Construction Contract to a third-party contractor other than NORESCO for a Project that is described in the Final IGA Report, then CITY shall pay NORESCO for all Services provided in completing the Final IGA Report based on the hourly rates set forth in the Compensation Schedule; provided that the total maximum Compensation paid NORESCO in this event shall NOT EXCEED the sum of \$450,000.00.

5. INVOICES AND PAYMENT.

5.1 Tracking Invoices. Each month, NORESCO shall submit invoices to CITY for the Services performed and any authorized reimbursable expenses incurred during the immediately preceding calendar month ("Tracking Invoices"). The Tracking Invoices shall describe in detail the Services rendered during each day of the period, and shall show the days worked, personnel performing the Services, number of hours worked, the hourly rates charged, milestone achievements, and, if applicable, reimbursable expenses incurred. NORESCO shall remit the Tracking Invoices to CITY Representative, and CITY shall review all Tracking Invoices and notify NORESCO in writing within ten (10) business days of any disputed amounts. The Parties shall

keep and maintain copies of the Tracking Invoices to evidence any Compensation that may become due and payable NORESKO under the terms of this Agreement.

5.2 Final Invoices. Within 30 days of Compensation becoming due and payable by CITY to NORESKO under the provisions of Section 4.2 through Section 4.5, inclusive, NORESKO may shall submit a final invoice to CITY Representative for the Services or reimbursable expenses for which NORESKO demands payment ("Final Invoice"). The Final Invoice shall: state whether payment is being requested under Section 4.2, 4.3, 4.4, or 4.5; state the total amount claimed by NORESKO as due and payable; and include the relevant Tracking Invoices as attachments to support the total compensation requested.

5.3 Payment. CITY shall pay all undisputed portions of Final Invoices within thirty (30) calendar days after receipt, up to the maximum Compensation amount set forth in Section 4 of this Agreement. Notwithstanding the foregoing, if a Final Invoice seeks payment under Section 4.3, NORESKO shall advance and charge the undisputed Final Invoice to the Project, which shall be paid by CITY at the same time and from the same sources as costs for Construction Services relating to the Project. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to NORESKO.

6. STANDARD OF SKILL. NORESKO shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of NORESKO's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that NORESKO delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in NORESKO's profession. The acceptance of the Services by CITY shall not operate as a release of NORESKO from such standards of care, workmanship, or conduct. NORESKO warrants that any design and engineering services provided under this Agreement shall comply with good engineering practices.

7. INDEPENDENT CONTRACTOR. NORESKO is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of NORESKO or any of NORESKO's employees or agents, except as herein set forth. NORESKO shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. NORESKO shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 NORESKO shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

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

7.3 NORESKO represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by NORESKO or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. NORESKO reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require NORESKO to exclude any employee from performing Services on CITY's premises.

8. ADMINISTRATION.

8.1 CITY's Representative. CITY Representative shall be the Director of Public Works, who has the authority to administer this Agreement and oversee NORESKO's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by NORESKO shall be coordinated through CITY Representative. CITY may change the identity of CITY Representative upon written notice to NORESKO.

8.2 NORESKO's Representative. NORESKO's Representative shall be designated by NORESKO in writing, who shall have the authority to administer this Agreement on behalf of NORESKO and to act, bind, and approve all matters relating to this Agreement on behalf of NORESKO. NORESKO's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

8.3 Third Party Representative. CITY may, at its sole cost and expense, retain an independent third-party representative ("Third-Party Representative") to provide an independent review and recommendations to CITY in connection with the Project and NORESKO's performance of the Services. At the sole discretion of CITY, the costs incurred for the Third-Party Representative shall be included as a Project cost in the Project cash flow model and will be paid for by CITY from Project funding sources.

9. SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. CITY may issue restraint or cease and desist orders to NORESKO when unsafe or harmful acts are observed or reported relative to the performance of the Services. NORESKO shall maintain the work sites free of hazards to persons and property resulting from its operations. NORESKO shall immediately report to CITY any hazardous condition noted by NORESKO.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Indemnification for Design Services. Consistent with California Civil Code Section 2782.8, to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, NORESKO shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold CITY, its officers, employees, and agents ("CITY Indemnitees") harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of NORESKO, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY or CITY Indemnitees.

10.2 Indemnification for Other Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.1 above, to the fullest extent permitted by law NORESKO shall defend, indemnify, and hold harmless CITY and CITY

Indemnitees from and against all claims arising out of, pertaining to, or relating to the acts or omissions, negligence, recklessness or willful misconduct of NORESCO, NORESCO's officers, employees, consultants, or subcontractors in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Agreement. Under no circumstances shall NORESCO be liable for claims to the extent such claims are due to the sole negligence or willful misconduct of CITY or CITY Indemnitees. For purposes of this Section 10.2 only, "claims" means any and all claims, demands, actions and suits brought by a party other than CITY for any and all losses, liabilities, costs, expenses, damages and obligations, and the defense obligation shall include but not be limited to payment of CITY's reasonable attorneys' fees, experts' fees, and litigation costs incurred in defense of a claim. Notwithstanding the foregoing, to the extent required by California Civil Code section 2782, NORESCO's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of CITY or CITY Indemnitees.

10.3 Taxes, Assessments, Workers Compensation. NORESCO shall pay all required taxes on amounts paid to NORESCO under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. NORESCO shall fully comply with applicable workers' compensation laws regarding NORESCO and subcontractors shall indemnify and hold CITY harmless from any failure of NORESCO to comply with applicable workers' compensation laws.

10.4 Obligations Not Limited by Insurance. The obligations and covenants of NORESCO in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of NORESCO under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by NORESCO, nor shall NORESCO's obligations be limited by the provisions of any workers' compensation act or similar act. NORESCO expressly waives any statutory immunity under such statutes or laws as to CITY or CITY Indemnitees.

10.5 Survival; Enforcement. NORESCO's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. NORESCO's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10 shall be a material breach of NORESCO's obligations to CITY under this Agreement.

11. INSURANCE. At all times during the term of this Agreement NORESCO shall maintain insurance coverage in the types, and amounts that are set forth in this Section 11, and upon CITY's request NORESCO shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include copies of endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Scope of Insurance. NORESCO shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 Business Automobile insurance which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability insurance appropriate to NORESCO's profession. If such insurance policy is written on a claims-made form, the retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by NORESCO.

11.2 Limits of Insurance. NORESCO shall maintain insurance coverage limits as set forth below:

.1 Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Project or the general aggregate limit shall be \$4,000,000 and contain specific language creating a duty to defend against any suit seeking damages which arise out of, pertain to, or relate to NORESCO's obligations under this Agreement.

.2 Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

.3 Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

.4 Professional liability: \$2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event NORESCO purchases an umbrella or excess insurance policy(ies) to meet the "Limits of Insurance," this insurance policy(ies) shall afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions. NORESCO shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and NORESCO shall also be responsible for payment of any self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Workers Compensation or Professional Liability/E&O policies required by this Section 11, CITY and CITY Indemnitees shall be named as additional insureds (collectively "*Additional Insureds*"). Additional Insured endorsements shall not: (a) be limited to "Ongoing Operations"; (b) exclude "Contractual Operations" (c) restrict coverage to the "Sole" liability of NORESCO; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to NORESCO's obligations under this Agreement, NORESCO's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of NORESCO's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that provides thirty (30) calendar days' prior written notice from insurer to CITY for cancellation, modification, or lapse.

The notice shall be provided via certified mail, return receipt requested. NORESO shall require its insurer to modify the applicable policy and all certificates of insurance to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and CITY Additional Insureds.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 2 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 2-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers authorized to conduct business in the State of California by the Department of Insurance and rated "A:VIII" or above in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. NORESO shall furnish CITY with evidence of the insurance required by this Agreement to the satisfaction of CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall conform to CITY's requirements. NORESO shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, NORESO shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. NORESO shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require blanket policy endorsements affecting the coverage required by these specifications in the event of a Claim.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits required in this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 All insurance coverage shall cover NORESO's operations pursuant to the terms of this Agreement.

.3 Any actual or alleged failure on the part of CITY or CITY's Additional Insureds under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.4 NORESO shall provide immediate notice to CITY of any claim or loss against NORESO that includes CITY or any of the CITY's Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. NORESO shall require subcontractors or any other party involved in the Services by NORESO to carry the same insurance as required in this Section 11. NORESO shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. NORESO shall require that no

contract used by any subcontractor, or contract NORESO enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. NORESO shall, upon request, submit to CITY for review, all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Limits on Applicability. This Section 12 shall be applicable to the Parties unless CITY terminates this Agreement under the circumstances described in Section 4.1 in which case NORESO shall keep and maintain ownership of all Work Product.

12.2 Deliverables. NORESO shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. NORESO shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to NORESO by CITY.

12.3 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by NORESO in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. NORESO shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 NORESO hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

.3 NORESO warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. NORESO shall defend, indemnify and hold CITY and CITY Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. NORESO shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, NORESO, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. NORESO's covenants under this Section 12.3 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, NORESKO may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, CITY lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*CITY Information*") that are valuable, special and unique assets of CITY. NORESKO agrees to protect all CITY Information and treat it as strictly confidential, and further agrees that NORESKO shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any CITY Information to any third party without the prior written consent of CITY. In addition, NORESKO shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by NORESKO of this Section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS. NORESKO shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Work, as required by CITY. NORESKO shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Work. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, NORESKO shall provide access to such books and records to CITY, and shall give CITY the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to NORESKO and CITY has entered this Agreement in reliance on NORESKO's skill, competence and experience. NORESKO shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through CITY Representative. CITY's consent to an assignment of rights under this Agreement shall not release NORESKO from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by NORESKO in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. NORESKO may use subcontractors to carry out portions of the Services, but only to the extent disclosed by NORESKO and approved by CITY, and provided that all subcontractors shall be bound by all applicable requirements of this Agreement.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend NORESKO's performance hereunder, in whole or in part, by giving a written notice of suspension to NORESKO. If CITY gives such notice of suspension, NORESKO shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination for Cause by CITY. CITY may terminate this Agreement for cause if NORESKO refuses or fails to timely perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified herein. CITY shall notify NORESKO in writing of the non-performance, and if not promptly corrected within fifteen (15) days (or commenced with correction and diligently continued with the work if the correction cannot

be completed within fifteen (15) days), CITY may terminate NORESKO's right to proceed with this Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. If CITY terminates this Agreement under this Section 16.2:

.1 NORESKO shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay NORESKO the reasonable value of Services rendered by NORESKO prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by NORESKO had the Agreement not been terminated or had NORESKO completed the Services required by this Agreement. In this regard, NORESKO shall furnish to CITY such information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services rendered by NORESKO. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

16.3 Termination for Convenience. Either Party may terminate this Agreement for convenience prior to CITY issuing NORESKO a notice to proceed for the 90% IGA Phase, as described in Section 4.1, upon fifteen (15) days written notice. Following the issuance of a notice to proceed to NORESKO for the 90% IGA Phase, if CITY terminates this Agreement under this Section 16.3, then CITY shall pay to NORESKO the amounts set forth in Sections 4.1, 4.2, or 4.4, as applicable.

17. Conflicts of Interest. NORESKO shall comply with all applicable federal, state and local conflict of interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. NORESKO covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder NORESKO's performance of Services under this Agreement. NORESKO further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. NORESKO agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. All notices and other communication under this Agreement (other than regularly scheduled payments) shall be deemed properly given upon receipt if delivered in person or sent by electronic facsimile with regular mail follow-up or sent by overnight delivery service or sent by registered mail, return receipt requested and postage prepaid, addressed as follows:

To: CITY of Buena Park, CA
CITY of Buena Park
6650 Beach Boulevard,
Buena Park, California 90620
Attention: Aaron France, CITY Manager

To NORESKO:
One Research Drive
Suite 400C
Westborough, MA 01581
Attention: Pablo Hernandez, CFO

The individuals referenced above shall be the designated points of contact and representatives of each Party for purposes of this Agreement, and either Party may change the identify of such representative or such address for notices from time to time by written notice to the other Party.

19. REPRESENTATIONS AND WARRANTIES.

19.1 Mutual Representations. Each Party warrants and represents to the other that:

.1 It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, or the ability to enter into contracts with appropriately licensed parties, to execute and deliver this Agreement and perform its obligations hereunder;

.2 Its execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, as to NORESCO, its organic instruments and, as to CITY, by all requisite municipal, board, or other action and are not in breach of any applicable law, code or regulation; this Agreement has been duly executed and delivered by the signatories so authorized, and constitutes each Party's legal, valid and binding obligation;

.3 Its execution, delivery, and performance of this Agreement shall not result in a breach or violation of, or constitute a default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected;

.4 It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform hereunder; and

.5 The persons executing this Agreement are fully authorized by law to do so.

19.2 City Representations. In addition to the representations in Section 19.1, CITY warrants and represents to NORESCO that:

.1 CITY has obtained or shall obtain all necessary governmental, legal, administrative and any other approval necessary for it to enter into this Agreement;

.2 CITY will provide NORESCO with all records in its possession and requested by NORESCO and all information provided shall be, true and accurate in all material respects except as may be disclosed by CITY in writing; and

.3 CITY has not entered into any contracts or agreements for the Facilities with persons or entities other than NORESCO regarding the provision of the Services referenced herein.

19.3. Acknowledgement of Limited Scope. CITY acknowledges and agrees that NORESCO has not acted as a municipal financial advisor to CITY and that CITY has not relied on NORESCO for any matters relating to the financing of the Construction Work, including issuance of any bonds or financing instruments that may be entered into by CITY to pay for the Construction Work.

19.4. NORESCO Representations. In addition to the representations in Section 19.1, NORESO, warrants and represents to CITY that it possesses the skill, experience, qualifications, capacity (financial or otherwise), and/or professional expertise necessary to perform the Work. NORESO acknowledges that CITY relies upon the skill of NORESO, and that of NORESO's staff, personnel, contractors or subcontractors, if any, to do and perform the Services in a skillful, competent, and professional manner, and NORESO and NORESO's staff, personnel, contractors or subcontractors (if applicable) shall perform the Services in such manner. NORESO shall, at all times, meet or exceed any and all applicable professional standards of care or workmanship in performing the Work.

20. MISCELLANEOUS TERMS.

20.1 Publicity. CITY hereby grants to NORESO and its directors, officers, employees, and affiliates (its "Authorized Representatives") authorization to include CITY's name in NORESO's client list.

20.2 Protecting Personal Data. NORESO processes personal data as described in our privacy notices at noresco.com. The Parties will comply with applicable data privacy laws governing personal data processed in connection with this Agreement, including the California Consumer Privacy Act (CCPA), and take all reasonable commercial and legal steps to protect personal data. If CITY provides NORESO with personal data, CITY will ensure that it has the legal right to do so, including notifying the individuals whose personal data is shared. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

20.3 Privileged and Proprietary Information. NORESO's systems, means, cost, and methodologies of evaluating, implementing, accomplishing and determining energy savings and the Scope of Work shall be considered privileged and proprietary information. CITY shall use the same level of effort to protect and safeguard such information as it employs to safeguard its own confidential information. CITY shall not disclose such proprietary information without the express written consent of an officer of NORESO unless required to do so by statute or regulation. When any request for disclosure of such information is made under any applicable freedom of information law ("FOIL"), CITY will provide prompt verbal and written notice to NORESO such that NORESO will have the opportunity to timely object under FOIL should it desire to object to such disclosure of that information in whole or in part. In the event that CITY is required to make a filing with any agency or other governmental body, which includes such information, CITY shall notify NORESO and cooperate with NORESO in the event NORESO seeks confidential treatment of such information included within any such filing or, if all such information cannot be protected from disclosure, to request that CITY be permitted to redact portions of such information, as NORESO may designate and if permitted by law, from that portion of said filing which is to be made available to the public.

20.4 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail. The following exhibits are attached to this Agreement:

- Exhibit A – Scope of Services
- Exhibit A-1 – Compensation Schedule
- Exhibit A-2 – Guidelines for Measurement & Verification Plan

Exhibit A-3 – Minimum Savings Guarantee

20.5 Time of the Essence. Time is of the essence in respect to all major milestones of this Agreement that specify a time for performance.

20.6 Nuisance; Compliance with Laws. NORESO shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In performing the Services, NORESO shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the applicable local laws, regulations, and policies of City of Buena Park.

20.7 Permits and Licenses. NORESO, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services. Should NORESO require assistance and/or coordination with CITY to obtain such permits, CITY shall assist NORESO to the extent reasonably necessary.

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

20.9 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

20.10 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, and/or equity), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

20.11 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20.12 Efficient Performance. NORESO shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

20.13 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

20.14 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to NORESCO constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of NORESCO, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

20.15 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

20.16 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

20.17 Word Usage. Unless the context clearly requires otherwise, (a) the word “shall” is mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

20.18 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and NORESCO with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

20.19 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

20.20 Force Majeure. Neither Party shall be deemed in default and performance shall be excused, where delays or defaults are caused unavoidably and beyond the reasonable control of the Party seeking the delay by a “Force Majeure Event”. An extension of time for any such cause shall be for the period of the delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within sixty (60) days of the commencement of the cause. If notice is sent after such sixty (60) day period, then the extension shall commence to run no sooner than sixty (60) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the Party Representatives. For purposes of this Section 20.20, “Force Majeure” means: Acts of God; unusually severe weather; wars; terrorist acts; fire; floods; earthquakes; casualties; a local, state, or federal declaration of emergency based on an epidemic or pandemic including any quarantine or other health-related orders, directives, regulations, laws or other requirements implemented in response to such epidemic or pandemic; strikes, walkouts lockouts, and other labor difficulties; regional and enduring breakdown in communication facilities,

electrical service, or wireless service; failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body; or mediation, arbitration, litigation, or other administrative or judicial proceeding involving this Agreement.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

CITY OF BUENA PARK
a California municipal corporation

NORESCO, LLC

Signature

Signature

Name: _____

Title: _____

Name: _____

Title: _____

***If NORESCO is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.**

Signature

Name: _____

Title: _____

ATTEST:

BY: _____
Adria M. Jimenez, CITY Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, CITY Attorney

EXHIBIT A

SCOPE OF SERVICES

1. DEFINITIONS. All capitalized terms not defined in this Scope of Services shall have the definition set forth in the body of that certain Agreement for Progressive Design-Build Services between the Parties dated August __, 2024 ("Agreement").

2. GENERAL SCOPE. The Services to be provided by NORESKO shall include those comprehensive assessment, preliminary design, and preconstruction services that are described in this Scope of Services (the "Services") in connection with CITY exploring the feasibility of completing certain energy and water conservation, energy efficiency, energy generation and related energy capital improvements projects at designated CITY-owned facilities.

3. IDENTIFICATION OF FACILITIES. NORESKO shall provide Services for the following "Facilities" owned and operated by CITY:

3.1 City Yard: 6955 Aragon Cir, Buena Park, CA 90620.

3.2 City Hall: 6650 Beach Blvd, Buena Park, CA 90621.

3.3 Police Department: 6640 Beach Blvd, Buena Park, CA 90622.

3.4 Community Center: 6688 Beach Blvd, Buena Park, CA 90621.

3.5 Ehlers Events Center: 8150 Knott Ave, Buena Park, CA 90620.

3.6 William Peak Park: 7225 El Dorado Dr, Buena Park, CA 90620.

3.7 Boisseranc Park: 7520 Dale St, Buena Park, CA 90620.

3.8 Brenner Park: 7401-7413 Ridgeway Dr, Buena Park, CA 90620.

4. PROJECT. NORESKO shall provide Services for the following energy conservation, energy efficiency, energy generation and related energy capital improvements, and water conservation measures (each an "ECM"), at the Facilities as specified:

4.1 Interior and Exterior LED Lighting: Upgrade or replace LED lighting for the interior and exterior of Facilities, with the exception of exterior lighting at the Ehlers Events Center (already complete).

4.2 HVAC Replacements: City Hall, Police Department, William Peak Park, Boisseranc Park, and Brenner Park.

4.3 HVAC Controls: All Facilities.

4.4 EV Charging Stations: City Hall, Police Department, Community Center, Ehlers Events Center, and City Yard. Conduits or charging stations should be planned for fleet charging as well as public interface charging.

4.5 Solar PV Installation: Carport solar PV installations in specified areas of the parking lots at Ehlers Events Center, City Hall, the Community Center, and City Yard, and rooftop solar PV installations at City Hall, Police Department, and City Yard. A timely NEM 2.0 Application to Southern California Edison has been submitted previously on CITY's behalf and NORESKO shall comply with all requirements necessary to maintain CITY's grandfathered NEM 2.0 status. Additionally, NORESKO will explore the addition of battery energy storage systems for incorporation into existing building electrical systems and proposed PV systems.

4.6 Water Conservation Measures: Water conservation measures at the Facilities and in particular William Peak Park, Boisseranc Park, and Brenner Park.

4.7 Other ECMs: NORESO may investigate any other energy conservation measures or improvements at the Facilities believed to be cost effective and consistent with the "Project Goals" defined in Section 4.8, such as mechanical pool equipment upgrades at the Park facilities.

4.8 Project Goals. NORESO will design a Project achieving the following goals and objectives:

.1 Project costs will not exceed \$20,000,000 and be paid from a guaranteed reduction in utility costs, procurement of utility incentives, tax credits or incentives, and/or energy grants, with estimated savings in ongoing utility costs to include assumptions for ongoing maintenance, repairs, and replacement costs over the term of the financing.

.2 Reduce existing energy consumption and peak energy demands at the Facilities.

.3 Reduce existing maintenance and other operational costs of the Facilities.

.4 Upgrade, retrofit, or replace obsolete and/or inefficient systems existing at the Facilities.

.5 Maintain a safe and consistent environment at Facilities that offers reasonable levels of comfort to occupants.

.6 Ensure functionality and compatibility of Project features with existing equipment at Facilities.

.7 Utilize technology to achieve optimum system performance and cost savings at Facilities.

.8 Minimizes financial and technical risks of the Project and Facilities to CITY.

5. ASSESSEMENT, DESIGN, AND PRECONSTRUCTION SERVICES

5.1 General Scope. NORESO shall perform an Investment Grade Audit ("IGA") that includes the following information and activities, the results of which will be presented to CITY in the Final Investment Grade Audit Report ("Final IGA Report") described in Article 5.3.2 of this Scope of Work:

.1 An on-site survey of each Facility and all potential ECMs to be installed at each.

.2 A summary of the historical energy and water use of each Facility. Energy or water use anomalies or high costs per square foot will be evaluated and recommendations will be made.

.3 A thorough description of each recommended ECMs for each Facility, including the following for each ECM: (a) a clear description of the current circumstances and practices; (b) estimates of design and installation costs; (c) efficiency or performance levels and equipment characteristics; d estimates of annual maintenance and replacement costs; (e) estimates of annual energy and cost savings accounting for interaction between different ECMs, and; (f) the useful life of the ECM and any related disposal or extraordinary decommissioning or replacement costs.

.4 A thorough description for how each ECM will be developed, designed, and implemented in a manner that does not compromise space conditions of the Facilities, including for each ECM: (a) how the ECM will modify existing building systems; (b) the ECM's compatibility with existing systems; (c) proper operation & maintenance procedures required to maximize the ECM's savings potential;

and (d) additional or modified Facility operation requirements, if any, necessitated by implementing the ECM. Federal, state, and local laws, regulations and standards will be consulted and incorporated into the design and target levels, and evidence of compliance with applicable laws, regulations and standards will be provided where appropriate.

.5 The Final IGA Report delivered to CITY within 180 calendar days of the date of the Agreement's Effective Date.

5.2 **Detailed Scope:** NORESO shall follow the detailed task list for completing the Final IGA Report, except as an alternative process is otherwise expressly approved in writing and in the sole and absolute discretion of CITY.

.1 **Detailed Task List.** The IGA will be completed in intervals with review milestones at the "50% IGA Phase," "90% IGA Phase," and "Final IGA Report" levels of completion each as described in more detail below.

(a) *50% IGA Phase – Preliminary Review of Facilities and ECMs.*

i. **Collect General Facility Information.** NORESO shall coordinate all Facility visits and work with CITY Representative in advance so as to not interfere with normal CITY operations. NORESO shall collect data and background information from CITY concerning operation and energy and water use for each Facility, including any changes to operation and energy use anticipated within the next five years. NORESO will work diligently to verify accuracy of information provided and to confirm or correct as needed. Where information is not readily available from CITY, NORESO will make a diligent effort to collect such information through inspections, staff interviews, and utility providers. CITY will work diligently to furnish NORESO, upon request, accurate and complete data and information, as available, about the Facilities. CITY will allow NORESO reasonable access to CITY staff to ensure understanding of existing systems and opportunities. Without limiting the foregoing, the following information will be provided by CITY to NORESO, to the extent reasonable feasible, for the 36-month period immediately preceding the Effective Date, with any estimations and/or assumptions made during IGA to be mutually agreed upon to by the Parties:

a. **General Facility Information:** building list with square footage and age (including age of major remodels or additions); Construction data for buildings and major additions including building envelope, window specifications/performance and roof/wall assembly; and general use of facility.

b. **Utility Information:** utility company invoices; most recent energy supply contracts to determine baseline cost analysis.

c. **Sub Meter Information:** historical thermal and electrical sub meter data, if available.

d. **Equipment and Facility Information:** equipment descriptions (all major energy consuming or saving equipment); facility descriptions (any structural or building use changes); past changes (record of any improvements or modifications related to energy or operational efficiencies that have been installed during the past three years); future plans (current or future plans regarding building or equipment modifications; drawings and specifications (drawings, as reasonably available, may include mechanical, plumbing, electrical, building automation and temperature controls, structural, architectural, modifications and remodels); original construction submittals and factory data (specifications, pump curves, etc., as reasonably available); floor plans; hazardous materials (inspection, abatement and/or removal records, as applicable).

e. **Facility Operation Information:** occupancy schedules; facility usage information; current energy management procedures; current operational practices; operating engineer logs, maintenance work orders, etc., as available; records of maintenance expenditures on energy-using

equipment, including service contracts; existing issues with comfort levels, controls or equipment reliability; use data loggers and conduct interviews with facility operation and maintenance staff.

ii. *Inventory Existing Systems and Equipment.* For each Facility, NORESO will conduct a physical inspection and compile an inventory of existing systems and equipment related to the proposed ECMs, and address the following considerations:

a. The loads, proper sizing, efficiencies or hours of operation for each system (where measurement costs, facility operating or climatic conditions necessitate, engineering estimates may be used, but for large fluctuating loads with high potential savings, appropriate measurements are required unless waived by CITY).

b. Current operating condition for each system;

c. Remaining useful life of each system;

d. Feasible replacement systems; and

e. Hazardous materials and other environmental concerns.

iii. *Establish Baselines:*

a. *Estimate Baseline Loads*

(i) Estimate loads, usage and/or hours of operation for applicable major end uses of total facility consumption including: lighting, heating, cooling, motors (fans and pumps), plug loads, kitchen equipment, and other major energy using equipment.

(ii) Where loading or usage are highly uncertain (including variable loads such as cooling), NORESO will use its best judgment, use of existing emergency management control system capabilities for trend data, or measurements from data loggers. NORESO should not assume that equipment run hours equal the operating hours of the building(s) or facility staff estimates.

b. *Estimate Baseline Usage*

(i) Examine utility supply contracts and utility rate structure applicable to each building.

(ii) If building-specific utility data is not available or useful, provide other means (for example sub meters and/or data loggers) to establish baseline consumption. Establish base year and/or baseline consumption.

(iii) Present base year and/or baseline consumption in terms of energy units (kWh, kW, ccf, Therms, or other units used in bills), in terms of dollars, and in terms of dollars per square foot.

(iv) Describe the process used to determine the base year and/or baseline consumption and demand (averaging, selecting most representative contiguous 12 months, or sampling; sampling may include temporary sub meters or data loggers where needed).

(v) Consult with facility personnel to account for any anomalous schedule or operating conditions on billings or equipment conditions that could skew the base year and/or baseline representation.

(vi) NORESO will (as best as possible) account for periods of time when equipment was broken or malfunctioning in calculating the base year or baseline definition period.

c. *Reconcile Estimates*: Reconcile annual end-use estimated consumption and demand with the metered data collected during the IGA phase and extrapolated to reflect the annual base year consumption. The purpose of this analysis is to place reasonable “real world” limits on potential savings.

d. *Baseline Adjustments*: Propose adjustments to the baseline for energy saving measures that will be implemented in the future, provided that baseline adjustments must be disclosed and may be made only with advance approval by CITY.

iv. *Evaluate Proposed ECMs*.

a. *Interviews*: Interview the facility manager and a sampling of maintenance staff, subcontractors and occupants of each building regarding: facility operation, including energy management and operating procedures; equipment maintenance problems; comfort problems and requirements; equipment reliability; projected equipment needs; occupancy and use schedules for the facility and specific equipment; facility improvements – past, planned and desired; other project sustainability goals, metrics or standards (i.e. LEED, ENERGY STAR, Net Zero Energy, etc.)

b. *Surveys*: Survey major energy-using equipment necessary to develop the ECMs listed in Article 4 and any other ECMs deemed cost effective following analysis.

c. *Considerations*: Consider the following for each ECM:

- (i) Comfort and maintenance problems;
- (ii) Energy use, loads, proper sizing, efficiencies and hours of operation;
- (i) How the measures work together (i.e. lighting upgrades can introduce less heat which requires less space cooling);
- (ii) Current operating condition;
- (iii) Remaining useful life;
- (iv) Feasibility of system replacement and replacement costs;
- (v) Future plans for equipment replacement or building renovations;
- (vi) Facility operation and maintenance procedures that could be affected; and
- (vii) Capability to monitor equipment or system performance and verify savings.

d. *List ECMs*: Develop a preliminary list of all potential ECMs to be considered for inclusion in the Project. Consider technologies in a comprehensive approach including, but not limited to those measures listed in Article 4 of this Scope of Work.

e. *Evaluate ECMs*:

(i) Estimate the cost, savings, and life expectancy of each proposed ECM and the aggregate Project. CITY acknowledges that preliminary cost estimates are budgetary and are subject to change pending further, more detailed analysis.

(ii) Conduct a preliminary analysis of potential ECMs using life cycle cost analysis and examining the value of non-energy benefits of specific measures.

f. *Present 50% IGA Phase Findings*: Submit the preliminary findings and list of ECMs to CITY as follows:

(i) Discuss how the Project's cost, economics, savings, and financials will meet the Project Goals listed in Article 4.8.

(ii) Discuss assessment of energy use, savings potential, and ECM opportunities.

(iii) CITY shall have the option to reject calculations of savings, potential savings allowed, ECM recommendations, or the entire Project, or to request recalculations of savings, potential savings allowed, or related to project recommendations.

(iv) NORESKO and CITY shall work together cooperatively and in good faith to reach an agreement upon a list of recommended ECM's before proceeding to the 90% Phase.

g. *Construction Contract*: During preparation of the 50% IGA Report, the Parties shall negotiate in good faith the terms and conditions that will be included in a Construction Contract should CITY exercise discretion to authorize NORESKO to perform Construction Work after completing of the Final IGA Report. The terms and conditions to be included in the Construction Contract shall, in addition to any other terms that may be negotiated by the Parties, be consistent with this Agreement, comply with requirements of California law, and include provisions relating to compliance with the City's Community Workforce Agreement.

iv. *Deadline to Complete 50% IGA Phase*. NORESKO will complete the 50% IGA Phase within 90 calendar days of the Effective Date, and thereafter present the associated findings and recommendations to the City Council during a public meeting.

v. *City Council Review and Authorization to Proceed with 90% IGA Phase*. After reviewing the presentation and findings of the 50% IGA Phase, the City Council will, in its sole and absolute discretion, take one of the following actions: (1) continue the matter to a future date certain for continued discussion, deliberation, and action; (2) authorize NORESKO to proceed with the 90% IGA Phase; or (3) decline to pursue the Project and terminate the Agreement pursuant to Section 16.3, in which case no Compensation will be due NORESKO pursuant to Section 4.1.

(b) *90% IGA Phase – Refined Review of Facilities and ECMs*: NORESKO will estimate the cost, savings and life expectancy of each of the recommended ECMs mutually agreed upon by NORESKO and CITY.

i. *Savings Analysis*

a. Follow the methodology of ASHRAE or other nationally-recognized authority following the engineering principle(s) identified for each ECM.

b. Utilize assumptions, projections and baselines which best represent the true value of future energy or operational savings. Include accurate marginal costs for each unit of savings at the time the audit is performed, documentation of material and labor cost savings, adjustments to the baseline to reflect current conditions at each Facility, calculations which account for the interactive effects of the recommended ECMs.

c. Use best judgment regarding the employment of instrumentation and recording durations so as to achieve an accurate and faithful characterization of energy use.

d. Provide analysis methodology, supporting calculations and assumptions used to estimate savings.

e. Manual calculations should disclose essential data, assumptions, formulas, etc. so that a reviewer could replicate the calculations based on the data provided.

f. For savings estimates using computer simulations, NORESCO shall provide program files and all inputs and assumptions used, if requested by CITY.

g. Provide detailed calculations for any utility rate savings proposals.

h. Provide detailed supporting calculations for any proposed maintenance savings.

i. Estimate any environmental costs or benefits of the proposed ECMs (e.g. disposal costs, avoided emissions, water conservation, etc.).

j. Specify facility operations and maintenance procedures which will be affected by the installation/implementation of the proposed ECMs.

k. Establish standards of comfort for each building which will be discussed and agreed to by both Parties and included in the IGA report.

ii. *Inflation & Escalation Rates:* Any general inflation rates and/or escalation rates and the calculator used to determine those rates will be pre-approved by CITY. Escalation rates shall be justified and at a minimum based on Department of Energy's Energy Escalation Rate Calculator (EERC). The EERC can be found at the following website: <https://pages.nist.gov/eerc/>. CITY may authorize NORESCO to utilize additional resources to further vet escalation values.

iii. *Cost Estimates:* Provide detailed estimates of costs associated with the design, installation, implementation and commissioning of each ECM proposed in the IGA including breakouts for labor, materials, and equipment. Cost estimates will assume compliance with the terms and conditions of the Construction Contract, and markups and fees of NORESCO must be consistent with the "Compensation Schedule" in Exhibit A-1 ("*Compensation Schedule*"). Provide estimates of monthly and/or costs associated with sustaining the project performance including breakouts for maintenance fees, measurement and monitoring fees, and training fees.

iv. *Financing Plan:* Provide a preliminary financing plan to pay for the Project, which will be completely financed through a guaranteed reduction in utility costs, operational costs and the procurement of utility incentives and/or grants. The Project (equipment, installation, maintenance, monitoring, and related costs) are expected to be financed through a separate contract with a third-party financier that will generally incur no initial capital costs, with the option for CITY to provide capital if desired, and achieving significant long-term cost savings. Ongoing cost and savings assumptions shall assume costs for maintenance, repair, and replacement of the Project elements. CITY recognizes the Services expressly exclude municipal financial advisor services, and CITY expressly reserves the right to independently review, solicit, and obtain financing for the Project.

v. *Measurement and Verification Plan:* Develop a "Measurement and Verification Plan" that is consistent with the requirements of the "Guidelines for Measurement & Verification Plan" that are set forth in Exhibit "A-3" for each ECM. NORESCO will use best industry standards for Measurement and Verification Plan development. At a minimum, international performance measurement and verification protocol (IPMVP) shall be used, and additional standards including Federal Energy Management Program measurement and verification guidelines should be considered.

v. *Commissioning Plan*: Provide a preliminary commissioning plan for each ECM that outlines the design intent, objectives, organization, schedule, documentation requirements, and testing procedures used to commission each ECM.

vi. *Operations and Maintenance Plan*: Develop a preliminary operations and maintenance plan for each ECM. The plan should assume that following the construction phase, NORESKO will monitor project savings, including but not limited to providing an energy savings guarantee following the International Performance Measurement and Verification Protocol (IPMVP). Prior to entering into a contract to construct the Project, NORESKO will present recommendations and annual costs in accordance with the IPMVP to measure and verify the guaranteed savings. CITY shall have sole ability to determine the approach to measurement and verification.

vii. *Training Plan*: Develop a preliminary training plan for the proposed ECMs. The plan should assume that as part of the construction close-out of the Projects, NORESKO will provide training to CITY personnel in the operation and maintenance of the equipment installed; operating and maintenance manuals for all equipment installed or provided; and turn over all warranty information to CITY in CITY's name. At CITY's sole discretion, it may negotiate on-going service maintenance, repair, or replacement contracts for the Project elements with NORESKO or other qualified vendors.

viii. *Deadline to Complete*. NORESKO will complete the 90% IGA Phase within 60 calendar days after CITY's authorization to proceed, and the associated findings and recommendations will be presented to CITY Representative.

ix. *City Review and Authorization to Proceed with Final IGA Phase*. CITY shall have at least 30 calendar days to review and generate comments and questions to NORESKO, and when the 90% IGA Phase is complete to the reasonable satisfaction of CITY, CITY Representative will issue written authorization for NORESKO to proceed with the Final IGA Report.

.2 *Investment Grade Audit Report*: The final Investment Grade Audit Report ("Final IGA Report") will include the following:

(a) *Overview*

i. Contact Information

ii. Executive Summary

iii. Description of the Facilities, ECMs considered, and the analysis, methodology, and results.

iv. Summary table presenting the installation cost and savings estimates for each recommended ECM, as well as the Project as a whole.

v. Summary table of recommended ECMs that shows, itemized for each individual ECM and for the total Project, costs for design and construction, annual maintenance, first-year cost avoidance (in dollars and energy units), simple payback, and equipment service life.

vi. Any cost savings due to changes to utility rates or commodity costs due to changes in metering, commodity procurement, etc.

vii. Summary of annual energy use and costs by fuel type and costs of existing or base year condition.

viii. Calculation of energy and cost savings expected if all recommended ECMs are implemented, and total percentage savings of total facility energy cost for each Facility.

ix. Description of the existing Facilities and their mechanical and electrical systems, but limited to the ECMs selected during the 50% IGA Phase.

x. Summary description of the recommended ECMs, including estimated costs and savings for each as detailed above.

xi. Summary of recommended CITY related actions (i.e. internal occupant energy reduction programs or competitions, plug load reduction measures, etc.)

xii. Discussion of ECMs considered but not investigated in detail.

xiii. Summary of Project benefits beyond energy cost savings (i.e. improvement to building environment, greenhouse gas reduction, etc.). Qualitative at a minimum, quantitative would be best.

xiv. Conclusions and recommendations.

(b) *Baseline and/or base year energy use*

i. Description and itemization of current billing rates, including schedules and riders.

ii. Summary of all utility bills for all fuel types and water.

iii. Identification and definition of base year consumption and description of how established.

iv. Provide detail on baseline adjustments, if any, as approved by CITY.

v. Reconciliation of estimated end use consumption (i.e. lighting, cooling, heating, fans, plug loads, etc.) with base year (include discussion of any unusual findings)

(c) *Written Description of Each ECM Selected:* To include the following:

i. Existing conditions

ii. Description of equipment to be installed and how it would function.

iii. Detailed descriptions for each ECM including analysis method, supporting calculations (submitted in appendices), results, proposed equipment and implementation issues, including a discussion of facility operations and maintenance procedures that will be affected by installation/implementation.

iv. Plan for installing or implementing the recommendation.

v. Discussion of the conclusions, observations and caveats regarding cost and savings calculations.

(d) *Savings calculations*

i. Base year energy use and cost

ii. Post-Project energy use and cost

- iii. Utility rates to be used in savings calculations and guaranteed savings verification reports
- iv. Savings calculations including analysis methodology, supporting calculations and assumptions used.
- v. Annual savings calculations. The cost savings for all ECMs must be estimated for each year during the contract period. Savings must be able to be achieved each year (cannot report average annual savings over the term of the contract).
- vi. Savings calculations must be limited to savings allowed by CITY as described above.
- vii. Percent cost-avoidance projected.
- viii. Description and calculations for any proposed rate changes.
- ix. Explanation of how savings interactions between retrofit options is accounted for in calculations.
- x. Operation and maintenance savings, including detailed calculations and description. Ensure that maintenance savings are only applied in the applicable years and only during the lifetime of the particular equipment.
- xi. If computer simulation is used, include a short description and state key input data and software used. If requested by CITY, access will be provided to the program and all assumptions and inputs used, and/or printouts shall be provided of all input files and important output files and included in the IGA Report report with documentation that explains how the final savings figures are derived from the simulation program output printouts.
- xii. If manual calculations are employed, formulas, assumptions and key data shall be stated.
- xiii. Conclusions, observations, caveats

(e) *Guaranteed Maximum Price.* A narrative of the construction scope of work and open book pricing model that builds up the cost to a total guaranteed maximum price ("GMAX Price" to complete design and construction of the Project in accordance with the terms and conditions of the Design-Build Construction Contract ("Construction Work"). The GMAX Price shall be the total, not to exceed compensation that will be paid to NORESKO in connection with the Project, including without limitation: all anticipated costs associated with design, procurement of equipment or materials, installation, and construction of the Project; equipment and installation summaries for major mechanical components; detailed lighting fixture counts; subcontractor and material supplier costs, all markups and fees. The GMAX Price shall include and comply with the following:

- i. *Allocation of Work.* The GMAX Price shall be consistent with the markup structure and format presented in the "Compensation Schedule" in Exhibit A-1, and shall clearly designate the portion of the Construction Work (including materials or equipment) that will be self-performed or provided by NORESKO, and those portions that will be completed with the use of subcontractors, suppliers, or other third-party contractors or consultants. All subcontractors, suppliers, or subconsultants shall be

designated, together with the scope and cost of the work to be performed by each, on the standard bid forms provided by CITY.

ii. *Subcontractors.* In awarding construction subcontracts with a value exceeding one-half of 1 percent of the GMAX Price allocable to construction work for the Project, NORESO shall comply with Public Contracts Code section 22185.6(b) which requires:

(a) Public notice of availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the local agency, including a fixed date and time on which qualifications statements, bids, or proposals will be due;

(c) Establishing reasonable qualification criteria and standards;

(c) Awarding the subcontract on a best value basis. The process may include prequalification or short-listing;

(d) Subcontractors awarded construction subcontracts must be afforded all the protections of Chapter 4 (commencing with Section 4100) of Part 1 of the California Public Contracts Code; and

(e) A construction subcontractor licensed pursuant to Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code that provides design services used on the Project shall not be subject to any liability arising from their design if the construction subcontract for that design is not performed by that subcontractor.

iii. *Open Book Pricing.* CITY shall have the right to review all solicitations or request for bids or quotes issued by or to NORESO, together with all bids or price quotes received from subcontractors or material suppliers, and any other documents or materials in NORESO's possession relating to the process outlined in this Article, which shall be considered an "open book pricing & procurement."

iv. *Review of Subcontractors.* CITY has the right to request a review and/or replacement of any proposed contractor or materials supplier in certain limited circumstances, including in cases of a conflict of interest with CITY, or where CITY has had documented defaults or noncompliance from a particular contractor or supplier, in which case the GMAX Price shall be adjusted to account for the substitute provider.

c. *Updated Project-Related Plans.* To the extent necessary or appropriate, provide updated versions of each of the following based on the and Project described in the Final IGA Report: Financing Plan; Commissioning Plan; Measurement and Verification Plan; Operations and Maintenance Plan; Training Plan.

d. *Guaranteed cost savings.* NORESO shall guarantee to CITY that the Project described in the Final IGA Report will result in energy savings in the amount and for the period of time set forth in the Measurement and Verification Plan. In the event the Energy and Cost Savings achieved during any guarantee year are less than the guaranteed energy and cost savings as defined in the written savings guarantee, which shall be substantially in the form set forth in Exhibit A-4 ("Savings Guarantee"), NORESO shall pay to CITY an amount equal to the shortfall, subject to CITY's compliance with applicable terms and conditions set forth in the Savings Guarantee. If applicable, NORESO shall remit such payments to CITY within forty-five (45) days of CITY's written notice to NORESO requesting payment. NORESO shall also be obligated to remedy the ECM deficiencies causing the shortfall, to the extent reasonably possible, at no cost to CITY. The exception to this are shortfalls that are caused by CITY non-

compliance to practices and standards developed/outlined in the IGA and not followed and Force Majeure Events.

e. *Project Timelines and Narrative.* Provide a narrative or statement indicating the duration of the energy performance contract, duration of any financing contracts, timetables for completing engineering and construction work, and a detailed description of services to be provided during remaining design and construction.

f. Other

i. Discussion of circumstances that Facilities will incur after performance contract ends. Consider operation and maintenance impacts, staffing impacts, budget impacts, etc., and identify maintenance responsibilities.

ii. Compatibility with existing energy management control and/or building automation systems.

iii. Complete appendices that document the data used to prepare the analyses. Describe how data were collected.

g. *Deadline to Complete Final IGA Report.* NORESO will complete and submit the Final IGA Report within 60 calendar days after City Representative's written authorization to proceed, and as soon thereafter as the matter may be scheduled NORESO will present the Final IGA Report to the City Council during a public meeting.

5.3 Good Faith Negotiating Period. The GMAX Price shall be valid for at least 90 calendar days after presentation to CITY Council, during which time CITY and NORESO shall negotiate exclusively and in good faith in efforts to reach an agreement on the GMAX Price and ECMs to be included in the Project ("Negotiating Period"). At any time during the Negotiating Period, the Parties may amend this Agreement to authorize NORESO to proceed with completing the remaining turnkey design, preconstruction construction, and implementation activities of a Project for the GMAX Price subject to the terms and conditions in the Construction Contract.

5.4 Options After Negotiating Period. After expiration of the Negotiating Period, the Parties may continue negotiations but the GMAX Price may be increased by NORESO to pass through actual documented cost increases in the Project, and City, in its sole and absolute discretion, may solicit proposals from other design-build entities and award a contract to a responding entity for the Project on a best value basis. In such event, the design professionals responsible for the Services on behalf of NORESO shall have sole liability for their design errors and omissions if CITY elects to use their complete and stamped designs with subsequent design build entities or licensed contractors.

EXHIBIT A-1: COMPENSATION SCHEDULE

		MAXIMUM MARKUPS <i>*To be completed before execution of Master Agreement</i>	FINAL PROJECT MARKUPS & TOTAL COSTS <i>*To be completed with Final IGA</i>	
	Project Budget	Percent of Total Project Price	Percent of Total Project Price	Price/Cost
A	Subcontractor Costs (Contractor Costs to ESCO)	N/A		
B	Other Direct Purchases of Equipment, Material, Supplies (Supplier Costs to ESCO)			
C	Total of Hard Costs	N/A	$c = a + b$	
D	Project Development	8%		
E	Design/Engineering	8.25%		
F	Project Management	8.5%		
G	Permits	2%		
H	Performance Bond	1%		
I	Payment Bond/Insurance	1.25%		
J	Commissioning	1.5%		
K	Measurement & Verification	1.5%		
L	Training	2.5%		
M	Contingency	5%		
N	Warranty Service	3.5%		
o	Total of ESCO Fees		$o = \text{sum}(d:n)$	
p	Overhead	14.5%		
q	Profit	5%		
r	PROJECT PRICE SUB TOTAL w/OH &P		$r = C + o + p + q$	

Assumptions for Cost Markup Table Above:

Rows D - N are calculated as a percent of Row C

Row P is calculated as a percent of the sum of Rows C & O

Row Q is calculated as a percent of the Sum of Rows C, O, and P.

NORESCO COMPENSATION STRUCTURE Hourly Rate Table – 2024	
Classification	Rate / Hour
Proposal Administrator	\$103
CAD Technician	\$110
Construction Coordinator	\$103
Associate Engineer, Associate Project Manager	\$117
Energy Engineer, Project Manager, Project Developer	\$140
Energy Engineer 2, Project Manager 2, Project Developer 2	\$157
Commissioning	\$173

M&V Specialist	\$129
Sr. Energy Engineer, Sr. Project Manager, Sr. Project Developer	\$197
Mgr/Dir Construction, Mgr/Dir Engineering, Mgr/Dir Prj Development	\$239
Executive time - VP Construction, VP Project Development, Exec VP	\$295

Annual Fees for Maintenance, Measurement & Verification

<i>First Year Annual Service Fees</i>	<i>Maximum Percent of Annual Savings *completed prior to signing Construction Work Order</i>	<i>Final Annual Service Fee *Determined in the IGA</i>
Measurement & Verification	<i>TBD</i>	
On-going Training	<i>TBD</i>	
Operations & Maintenance	<i>TBD</i>	

EXHIBIT A-2

GUIDELINES FOR MEASUREMENT & VERIFICATION PLAN

A. Plan and Report. A Measurement and Verification ("M&V Plan") will be developed by NORESKO per the most current International Performance Measurement and Verification Protocol ("IPMVP") guidelines for M&V of annual guaranteed savings. The M&V Plan and Report shall be thoroughly reviewed by CITY and its 3rd Party Representative. Energy-related cost savings shall be measured and/or calculated as specified in the savings M&V Plan. Upon acceptance of the Project as complete by CITY, an annual M&V Report shall be provided to CITY for the previous performance year to provide verification of savings. The M&V Report shall be submitted within sixty (60) days of the anniversary of the performance period commencement date.

B. Contents of M&V Plan. The M&V Plan shall include the processes, tables and information set forth in this section in substantially the form provided:

1. Index of Processes and Tables:

- Risk, Responsibility and Performance Matrix.
- M&V Plan and Savings Calculation Methods
- Proposed Annual Savings Overview
- Site Use and Savings Overview
- M&V Plan Summary
- Schedule of Verification Reporting Activities
- Contractual utility rates to be used to calculate annual cost savings
- Proposed Annual Savings For ECM
- Expected Year 1 Savings for ECM

2. Risk, Responsibility and Performance Matrix. NORESKO shall complete and include the following matrix in the M&V Plan to summarize the allocation of responsibility for key items related to M&V:

RISK, RESPONSIBILITY AND PERFORMANCE MATRIX

RESPONSIBILITY/DESCRIPTION	NORESCO PROPOSED APPROACH
1. Financial	
a. Interest rates: Neither NORESKO nor CITY has significant control over prevailing interest rates. Higher interest rates will increase project cost, financing/project term, or both. The timing of the TO signing may impact the available interest rate and project cost.	
b. Construction costs: NORESKO is responsible for determining construction costs and defining a budget. If construction estimates are significantly greater than originally assumed, NORESKO may find that the project or measure is no longer viable and drop it before TO award. In any design/build contract, CITY loses some design control. Clarify design standards and the design approval process (including changes) and how costs will be reviewed.	
c. M&V confidence: CITY shall determine the confidence it requires for the M&V program and energy savings determinations. The desired confidence will be reflected in the resources required for the M&V program, and NORESKO must consider the requirement prior to submission of the final proposal. Clarify how project savings are being verified (e.g., equipment performance, operational factors, energy use) and the impact on M&V costs.	

<p>d. <u>Energy Related Cost Savings:</u> CITY and NORESKO may agree that the project will include savings from <i>recurring</i> and/or <i>one-time</i> costs. This may include one-time savings from avoided expenditures for projects that were appropriated but will no longer be necessary. Recurring savings generally result from reduced Operations & Maintenance (O&M) expenses or reduced water consumption. These O&M and water savings must be based on actual spending reductions. Clarify sources of non-energy cost savings and how they will be verified.</p>	
<p>e. <u>Delays:</u> Failure to implement a viable project in a timely manner costs CITY in the form of lost savings, and can add cost to the project (e.g., construction interest, re-mobilization). Clarify schedule and how delays will be handled.</p>	
<p>f. <u>Major changes in facility:</u> CITY controls major changes in facility use, including closure. Clarify responsibilities in the event of a premature facility closure, loss of funding, or other major change.</p>	
<p>2. Operational</p>	
<p>a. <u>Operating hours:</u> CITY generally has control over operating hours. Increases and decreases in operating hours can present as increases or decreases in "savings" depending on the M&V method (e.g., operating hours multiplied by improved efficiency of equipment vs. whole building/utility bill analysis). Clarify whether operating hours are to be measured or stipulated and what the impact will be if they change. If the operating hours are stipulated, the baseline should be carefully documented and agreed to by both parties.</p>	
<p>b. <u>Load:</u> Equipment loads can change over time. CITY generally has control over hours of operation, conditioned floor area, intensity of use (e.g., changes in occupancy or level of automation). Changes in load can present as increases or decreases in "savings" depending on the M&V method. Clarify whether equipment loads are to be measured or stipulated and what the impact will be if they change. If the equipment loads are stipulated, the baseline should be carefully documented and agreed to by both parties.</p>	
<p>c. <u>Weather or Force Majeure Events:</u> A number of energy efficiency measures are affected by weather, or in extreme causes, a force majeure event like an earthquake or natural disaster. Neither NORESKO nor CITY has control over the weather or force majeure events. Should CITY agree to accept risk for weather fluctuations Clearly specify how weather corrections will be performed.</p>	
<p>d. <u>User participation:</u> Many energy conservation measures require user participation to generate savings (e.g., control settings). The savings can vary and NORESKO may be unwilling to invest in these measures. Clarify what degree of user participation is needed and utilize monitoring and training to mitigate risk. If performance is stipulated, document and review assumptions carefully and consider M&V to confirm the capaCITY to save (e.g., confirm that the controls are functioning properly).</p>	
<p>3. Performance</p>	
<p>a. <u>Equipment performance:</u> NORESKO has control over the selection of equipment and is responsible for its proper installation, commissioning, and ultimate performance. NORESKO has the responsibility to demonstrate that new improvements meet expected performance levels including specified equipment capacity, standards of service, and efficiency. Clarify who is responsible for initial and long-term performance, how it will be verified, and what will be done if performance does not meet expectations.</p>	
<p>b. <u>Operations:</u> Performance of the day-to-day operations activities (e.g. turning lights on, occupying the facilities, etc.) is negotiable and can impact performance. Clarify which party will perform equipment operations, the implications of equipment control, how changes in operating procedures will be handled, and how proper operations will be assured.</p>	

<p>c. Preventive Maintenance: Performance of required maintenance activities including day-day, monthly, and annual activities is negotiable and can impact performance. Clarify how maintenance will be assured, especially if the party responsible for long-term performance is not responsible for maintenance (e.g., contractor provides maintenance checklist and reporting frequency). Clarify who is responsible for performing preventive maintenance to maintain operational performance throughout the contract term. Clarify what will be done if inadequate preventive maintenance impacts performance.</p>	
<p>d. Equipment Diagnosis, Repair, and Replacement: Performance of diagnosis, repairs, and replacement of NORESO-installed equipment is negotiable between the parties. Clarify who is responsible for performing replacement of failed components or equipment replacement throughout the term of the contract. Specifically address potential impacts on performance due to equipment failure. Specify expected equipment life and warranties for all installed equipment. Discuss replacement responsibility when equipment life is shorter than the term of the contract.</p>	

3. M&V Plan and Savings Calculation Methods Outline. NORESO shall fill in the following tables – “Proposed Annual Savings Overview,” “Site Use and Savings Overview,” “M&V Plan Summary,” “Schedule of Verification and Reporting Activities,” “Proposed Annual Savings for Each ECM” – or provide equivalent information, with the final agreed upon values being included in the M&V Plan:

PROPOSED YEAR 1 ANNUAL SAVINGS OVERVIEW

[Include all applicable fuels/commodities for project, e.g., electric energy, electric demand, natural gas, fuel oil, coal, water, etc.]

ECM	Total energy savings (MBtu/yr)	Electric energy savings (kWh/yr)	Electric demand savings (kW/yr)*	Natural gas savings (MBtu/yr)**	Water savings (gallons/yr)	Other energy savings (MBtu/yr)*	Total energy and water cost savings, Year 1 (\$/yr)	Other energy-related O&M cost savings, Year 1 (\$/yr)	Total cost savings, Year 1 (\$/yr)
Total savings									
First Year Guaranteed Cost Savings: \$									
<p>Notes *Annual electric demand savings (kW/yr) is the sum of the monthly demand savings. MBtu=10⁶ Btu. **If energy is reported in units other than MBtu, provide a conversion factor to MBtu for link to cost schedules (e.g., 0.003413 MBtu/kWh).</p>									

SITE USE AND SAVINGS OVERVIEW

	Total energy savings (MBtu/yr)	Electric energy savings (kWh/yr)	Electric demand savings (kW/yr)*	Natural gas savings (MBtu/yr)**	Water savings (gallons/yr)	Other energy savings (MBtu/yr)**
Total proposed project savings						
Usage for entire site**						
% Total site usage saved						
Project square footage (KSF)						

Total site square footage (KSF)					
% Total site area affected					
Notes MBtu=10 ⁶ Btu *Annual electric demand savings (kW/yr) is the sum of the monthly demand savings. **If energy is reported in units other than MBtu, provide a conversion factor to MBtu for link to cost schedules (e.g., 0.003413 MBtu/kWh). ***Define usage period. KSF = 10 ³ square feet.					

M&V PLAN SUMMARY

ECM No.	ECM Description	M&V Option Used*	Summary of M&V Plan

*M&V options include A, B, C, and D of the International Performance Measurement and Verification Protocol (IPMVP).

SCHEDULE OF VERIFICATION REPORTING ACTIVITIES

Item	Recommended time of submission	^a CITY's review and acceptance period
Post-Installation Report	30 to 60 days after acceptance	30 days
Annual Report	30 to 60 days after annual performance period	30 days

^aTimes are recommended based on industry practice; modify as needed.

PROPOSED YEAR 1 ANNUAL SAVINGS FOR EACH ECM

[Include all applicable fuels/commodities for project, such as: electric energy, electric demand, natural gas, fuel oil, coal, water, etc.]

	Total energy use (MBtu/yr)	Electric energy use (kWh/yr)	Electric energy cost, Year 1 (\$/yr)	Electric demand* (kW/yr)	Electric demand cost, Year 1 (\$/yr)	Natural gas use (MBtu/yr)**	Natural gas cost, Year 1 (\$/yr)	Water use (gallons/yr)	Water cost, Year 1 (\$/yr)	Other energy use (MBtu/yr)**	Other energy cost, Year 1 (\$/yr)	Other energy-related O&M costs, Year 1 (\$/yr)	Total costs, Year 1 (\$/yr)
Baseline use													
Post-installation use													
Savings													

(1) Notes

*Annual electric demand savings (kW/yr) is the sum of the monthly demand savings.

MBtu = 10⁶ Btu.

**If energy is reported in units other than MBtu, provide a conversion factor to MBtu for link to cost schedules (e.g., 0.003413 MBtu/kWh).

D. ECM-Specific M&V Plan and Savings Calculation Methods:

1. NORESO shall develop this section for each ECM:

- Summarize the scope of work, location, and how cost savings are generated. Describe source of all savings including energy, water, O&M, and other (if applicable).

- Specify the M&V guideline and option used from the International Performance Measurement and Verification Protocol (IPMVP).
 - Provide an overview of M&V Activities for ECM. Explain intent of M&V Plan, including what is being verified.
 - Provide an overview of savings calculations methods for ECM. Provide a general description of analysis methods used for savings calculations.
- 2. Proposed Energy Savings Calculations and Methodology**
- Provide detailed description of analysis methodology used. Describe any data manipulation or analysis that was conducted prior to applying savings calculations.
 - Detail all assumptions and sources of data, including all stipulated values used in calculations.
 - Include equations and technical details of all calculations made. (Use appendix and electronic format as necessary.) Include description of data format (headings, units, etc.).
 - Details of any savings or baseline adjustments that may be required.
 - Detail energy rates used to calculate cost savings. Provide post-acceptance performance period energy and water rate adjustment factors based on agreed upon escalation factors.
 - Detail proposed savings for this energy conservation measure for post-acceptance performance period. Include table outlining the Proposed Annual Savings for Each ECM.
- 3. Operations and Maintenance Cost Savings**
- Provide justification for O&M cost savings, inclusive of calculations, analysis, and sources of data. Describe how savings are generated. Detail cost savings calculations.
 - Provide post-acceptance performance period other cost savings adjustment factors.
- 4. Details of other savings (if applicable)**
- Provide justification for cost savings, inclusive of calculations, analysis, and sources of data. Describe how savings are generated. Detail cost savings calculations.
 - Provide post-acceptance performance period other cost savings adjustment factors.
- 5. Post-Installation M&V Activities** - Describe the intent of post-installation verification activities, including what will be verified.
- Describe variables affecting post-installation energy or water use. Include variables such as weather, operating hours, set point changes, etc. Describe how each variable will be quantified, (i.e., measurements, monitoring, assumptions, manufacturer data, maintenance logs, engineering resources, etc.)
 - Define key system performance factors characterizing the post-installation conditions such as lighting intensities, temperature set points, etc.
 - Define requirements for CITY witnessing of measurements if different than whole project data requirements.
 - Detail data analysis to be performed.
 - Provide details of post-installation data to be collected, including:
 - Parameters to be monitored:
 - details of equipment to be monitored (location, type, model, quantity, etc.);
 - A sampling plan, including details of usage groups and sample sizes;
 - Duration, frequency, interval, and seasonal or other requirements of measurements;
 - Monitoring equipment to be used, including installation requirements for monitoring equipment;
 - Calibration requirements/procedures;
 - Expected accuracy of measurements/monitoring equipment;
 - Quality control procedures to be used;
 - Form of data to be collected (.xls, .csv, etc.); and,
 - Sample data collection forms (optional).
- 6. Post-Acceptance Performance Period Verification Activities**

- Describe variables affecting post-acceptance performance period energy or water use. Include variables such as weather, operating hours, set point changes, etc. Describe how each variable will be quantified, i.e., measurements, monitoring, assumptions, manufacturer data, maintenance logs, engineering resources, etc.
- Define key system performance factors characterizing the post-acceptance performance period conditions. Include factors such as comfort conditions, lighting intensities, temperature set points, etc.
- Describe the intent of post-acceptance performance period verification activities – what will be verified.
- Provide detailed schedule of post-acceptance performance period verification activities and inspections.
- Define requirements for CITY witnessing of measurements if different than whole project data requirements.
- Detail data analysis to be performed.
- Provide details of post-acceptance performance period data to be collected, including:
 - Parameters to be monitored;
 - Details of equipment to be monitored (location, type, model, quantity, etc.);
 - A sampling plan, including details of usage groups and sample sizes;
 - Duration, frequency, interval, and seasonal or other requirements of measurements;
 - Monitoring equipment to be used, including installation requirements for monitoring equipment;
 - Calibration requirements/procedures;
 - Expected accuracy of measurements/monitoring equipment;
 - Quality control procedures to be used;
 - Form of data to be collected (.xls, .cvs, etc.); and,
 - Sample data collection forms (optional).
- Define O&M and repair reporting requirements. Detail verification activities and reporting responsibilities of CITY and contractor for operations and maintenance items.
- Define reporting schedule.

E. Annual Fees for Maintenance, Measurement & Verification

<i>First Year Annual Service Fees</i>	<i>Maximum Percent of Annual Savings *completed prior to signing Master Agreement</i>	<i>Final Annual Service Fee * Determined in the IGA</i>
Measurement & Verification	<i>TBD</i>	
On-going Training	<i>TBD</i>	
Operations & Maintenance	<i>TBD</i>	

Exhibit A-3

MIMIMUM SAVINGS GUARANTEE

1. DEFINITIONS

When used in this Guarantee, the following capitalized words shall have the meaning ascribed to them below:

“Baseline Period” is the period of time that defines the Baseline Usage and is representative of the facilities operations, consumption, and usage that is used as the benchmark for determining cost avoidance.

“Baseline Usage” is the calculated energy usage of the Facilities prior to the implementation of the ECMs.

“Baseline Demand” is the calculated energy demand of a piece of equipment or a site prior to the implementation of the ECMs. Baseline physical conditions, such as equipment counts, nameplate data, and control strategies, will typically be determined through building occupancy, energy end-use survey and plug load surveys of the Facilities.

“Cumulative Excess Verified Savings” is the total amount of Excess Verified Savings based on the results of the Measurement & Verification Plan in the Guaranteed Savings Reconciliation Report carried over to subsequent Guaranty Periods.

“Energy and Operational Cost Avoidance Guarantee Practices” are those practices identified in The Schedule of Savings, intended to achieve avoided costs in energy and/or operating expenses.

“Energy Costs” may include the cost of electricity and fuels to operate HVAC equipment, cogeneration system, facility mechanical and lighting systems, and energy management systems, and the cost of water and sewer usage, as applicable.

“ECM” the Energy Conservation Measure (ECM) is the installation of equipment or systems, or modification of equipment or systems as described in Attachment B.

“Excess Verified Savings” is the amount of Verified Savings minus Guaranteed Savings in a Guaranteed Period.

“Facilities” shall mean those described in Attachment A.

“First Guarantee Period” is defined as the period beginning on the first (1st) day of the month following the effective date of the Delivery and Acceptance Certificate (Attachment E-2) upon Final Acceptance of this Project by the CITY and ending on the day prior to the first (1st) twelve-month anniversary thereof.

“Guarantee Period” is defined as the First Guarantee Period and each of the successive twelve (12) month periods commencing on the anniversary of the commencement of the First Guarantee Period throughout the Term of this Guarantee.

“Guaranteed Cost Savings” is defined as the amount of avoided Energy and Operational Costs guaranteed to the CITY in each Guarantee Period. This does not include excess savings or the Cumulative Verified Savings.

“Guaranteed Savings Reconciliation Report” is defined as the process and report for determining the Verified Savings in each Guarantee Period and reconciling it to the Guaranteed Savings in the same Guarantee Period.

“IPMVP” shall mean the International Performance Measurement and Verification Protocol and its Measurement and Verification Guidelines for energy savings performance contract projects. The IPMVP guidelines classify measurement & verification approaches as Option A, Option B, Option C, and Option D.

“Measurement and Verification Plan” (M&V Plan) is defined as the plan providing details on how the Guarantee Savings will be verified.

“Operational Costs” shall include the cost of operating and maintaining the Facilities, such as, but not limited to, the cost of inside and outside labor to repair and maintain Covered Systems and Equipment, the cost of custodial supplies, the cost of replacement parts, the cost of deferred maintenance, the cost of lamp and ballast disposal, and the cost of new capital equipment as defined for each ECM in Section 4, Schedule of Values.

“Term” shall be one (1) calendar year from acceptance, provided that the Term shall automatically renew for successive one (1) year terms unless and until terminated by CITY.

“Verified Cost Savings” is defined as the summation of avoided Energy and Operational Costs as determined by the Measurement & Verification Plan for the Facilities in each Guarantee Period as a result of the ECMs provided by NORESKO. This does not include excess savings from previous or subsequent guarantee periods.

2. TERM AND TERMINATION

2.1 Guarantee Term. The Term of this Guarantee shall commence on the first (1st) day of the month following the effective date of execution of the Final Delivery and Acceptance Certificate (Attachment E-2) upon Final Acceptance of this Project by the CITY and shall terminate at the end of [FULL FINANCING TERM] years unless terminated earlier by CITY as provided for herein.

2.2 Guarantee Termination. Should this Guarantee be terminated (including, as applicable, the Maintenance or Measurement & Verification Services) in whole or in part for any reason prior to the end of the Term, the Guaranteed Savings for the Guarantee Period in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations, if any, in Energy and Operational Costs, and the Guaranteed Savings for all subsequent Guarantee Periods shall be null and void.

3. COST SAVINGS GUARANTEE

3.1 Guaranteed Cost Savings: The following table lists the amount of Guaranteed Savings resulting from the ECMs to be installed by NORESKO.

Year	Energy & Water Savings \$ Amount	Resiliency/Renewable Energy	Operation & Maintenance Savings & Smart Cities \$ Amount	Total Savings \$ amount

3.1.2 Savings Prior to Final Retrofit Acceptance. All energy and operational cost avoidance realized by CITY and as calculated through the Measurement & Verification Plan that result from activities undertaken by NORESO prior to Final Acceptance accrue to the benefit of the CITY and may not be applied to the Verified Savings for the First Guaranty Period and any subsequent Guarantee Period after.

3.1.3 Cumulation of Savings. The Guaranteed Savings in each Guarantee Period are considered satisfied if the Verified Savings for such Guarantee Period equals or exceeds the Guaranteed Savings for such Guarantee Period.

3.1.4 Savings Shortfalls. In the event that the Verified Savings in any Guarantee Period is less than the Guaranteed Savings required for that Guarantee Period, NORESO shall compensate CITY the amount of any such shortfall, limited by the value of the guarantee, within thirty (30) calendar days. At NORESO's sole discretion, NORESO shall also be obligated to (1) remedy the ECM deficiencies causing the shortfall at no cost to the CITY or (2) continue to compensate the CITY for savings shortfalls.

3.2 Savings Reconciliation Documentation. NORESO will provide CITY with a Guarantee Savings Reconciliation Report after each Guarantee Period within 60 days. CITY will assist NORESO in generating the savings reconciliation report by providing NORESO's receipt thereof, together with access to relevant records relating to such Energy and Operating Costs. CITY will also assist NORESO by permitting access to any energy billing information, maintenance records, drawings, or other data deemed necessary by NORESO to generate the said report. Data and calculations utilized by NORESO in the preparation of its Guarantee Savings Reconciliation Report will be made available to CITY, along with such explanations and clarifications as CITY may reasonably request.

3.2.1 Acceptance of Guarantee Savings Reconciliation Report. At the end of each Guarantee Period, CITY will have forty-five (45) days to review the Guarantee Savings Reconciliation Report and provide written notice to NORESO of non-acceptance of the Guarantee Savings Reconciliation Report for that Guarantee Year. Failure to provide written notice within forty-five (45) days of the receipt of the Guarantee Savings Reconciliation Report shall constitute the deemed acceptance of the Report and its findings by the CITY.

3.2.2 Guarantee Savings Reconciliation. Verified Savings will be determined in accordance with the methodology(s), operating parameters, formulas, and constants as described below and/or defined in the Measurement & Verification Plan and/or additional methodologies defined by NORESO that may be negotiated with CITY at any time. Actual savings reduction in utility bills may vary from the Verified Savings for reasons outside of NORESO's control including but not limited to: changes in energy and other utility rates and tariffs, changes in CITY operating schedules and usage patterns, changes in CITY loads due to addition or reductions in energy and water consuming devices, changes in weather, impacts due to the operations of ECMs, impacts due to the maintenance of ECMs maintained by CITY, and additions to and/or reduction in facility space usage. For the purposes of calculating any shortfalls or excesses of Verified Savings versus Guaranteed Savings, the Measurement & Verification Plan will be utilized.

3.2.3 Activities and Events Adversely Impacting Savings. CITY must promptly notify NORESO of any activities known to CITY, which adversely impacts NORESO's ability to realize the Guaranteed Savings and NORESO shall be entitled to reduce the Guaranteed Savings by the amount of any such adverse impact to the extent that such adverse impact is beyond NORESO's reasonable control.

3.2.4 Guarantee Adjustment. NORESO's Guaranteed Savings obligations under this Guarantee are contingent upon: (1) CITY following the operations and maintenance requirements for the ECMs in accordance with the Design-Build Construction Contract between the Parties; (2) no alterations or additions being made to the ECMs by the CITY without prior notice and written agreement of the Parties; (3) CITY sending all current utility bills to NORESO within two (2) weeks after receipt; and (4)

NORESCO'S ability to render services not being impaired by circumstances beyond its control. To the extent that the CITY defaults or fails to perform fully any of its obligations under this Guarantee, NORESO may, in its sole discretion, adjust the Guaranteed Savings obligation; provided, however, that no adjustment hereunder shall be effective unless NORESO has first provided the CITY with written notice of CITY's default(s) or failure(s) to perform and CITY has failed to cure its default(s) and failure(s) to perform within thirty (30) days after receipt of such notice.

3.2.5 Energy Rates. TO BE DETERMINED.

4. MEASUREMENT & VERIFICATION PLAN

4.1 Measurement and Verification. NORESO and the CITY agree that the Verified Savings will be determined using the following Measurement and Verification Plan. Through this plan, the Guaranteed Savings generated by the ECMs installed in the Facilities in accordance with the Final IGA Report, as may be amended the Parties.

Measurement & Verification Plan: NORESO and the CITY agree that the Verified Savings by ECM will be determined using the following Measurement & Verification plans further described in this section and in the Investment Grade Audit. Through this plan, the guaranteed savings generated by the ECMs installed in the Facilities will be validated. The M&V methodologies proposed for these ECMs are based on the latest version of the IPMVP. The objective of the plan is to quantify the actual electrical and fossil fuel and compare those to the specific Baseline Usage for each Facility, the difference of which is the Verified Savings.

During the term of the Guarantee, NORESO will make adjustments to energy savings due to changes in building occupancy, weather data, and utility rate schedules, etc. The unit costs of energy will be applied to the energy savings calculated by this M&V plan. Current utility cost and rate structures will be used in the Final IGA Report as a basis for determining the utility unit costs to be used during the performance period to determine the cost savings.

4.2 M&V Descriptions: TO BE DETERMINED AND INCORPORATED FROM FINAL IGA.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/13/2024

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

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

PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: ... PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS:
CN101479273-NOR-GAWXP-24-25 091024 091025	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: AIU Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:
INSURED NORESCO, LLC ONE RESEARCH DRIVE, SUITE 400C WESTBOROUGH, MA 01581	NAIC # 24147 19399

COVERAGES

CERTIFICATE NUMBER:

NYC-012044162-04

REVISION NUMBER: 14

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		MWZY 316149-24 "\$2,000,000 General Aggregate" "Per Location" "\$10,000,000 General Aggregate" "Per Policy"	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		MWTB 316148-24	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		MWZU 316150-24	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> A	WC 020395994 (CA) WC 020395995 (WI) 'See Acord 101'	04/01/2024 04/01/2024	04/01/2025 04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		MWZZ 316151-24	04/01/2024	04/01/2025	Per Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Progressive Design Build Services Agreement, NORESCO Project No 212151. Term: 09/10/2024 - 09/10/2025.

City of Buena Park and the City's Indemnitees is/are included as additional insured (except Workers Compensation) when required by written contract and/or agreement. Insurance, when applicable to an additional insured and when specified in a written agreement among the parties, applies on a primary basis with no contribution by the additional insured. Waiver of subrogation is included if required by contract. Regarding notice of cancellation to certificate holder(s), endorsement GL 943 003 0421 (copies attached) applies to auto and general liability policies.

CERTIFICATE HOLDER

CANCELLATION

City of Buena Park 6650 Beach Blvd Buena Park, CA 90620	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, LLC.		NAMED INSURED NORESKO, LLC ONE RESEARCH DRIVE, SUITE 400C WESTBOROUGH, MA 01581
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CONTINUED FROM WORKERS' COMPENSATION:

INSURER: AIU Insurance Company

POLICY NUMBER: WC 020395993

EFFECTIVE DATE: 04/01/2024

EXPIRATION DATE: 04/01/2025

ADDITIONAL STATES COVERED:

AL,AK,AR,AZ,CO,CT,DC,DE,FL,GA,HI,IA,ID,IL,IN,KS,KY,LA,MA,MD,ME,MI,MN,MO,MS,MT,NC,NE,NH,NJ,NM,NV,NY,OK,OR,PA,RI,SC,SD,TN,TX,UT,VA,VT,WY

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form.

However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

- (a) That is a partnership or joint venture,
- (b) That is an "insured" under any other policy,
- (c) That has exhausted its Limit of Insurance under any other policy, or
- (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. **WHO IS AN INSURED** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form.

However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

- (a) That is a partnership or joint venture,
- (b) That is an "insured" under any other policy,
- (c) That has exhausted its Limit of Insurance under any other policy, or
- (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. **WHO IS AN INSURED** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. WHO IS AN INSURED of SECTION II - LIABILITY COVERAGE is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. WHO IS AN INSURED of SECTION II - LIABILITY COVERAGE is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
 - (2) Subsequent to the execution of such written contract, and
 - (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

- (2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
 - (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and noncontributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in **LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS** – of **SECTION IV – BUSINESS AUTO CONDITIONS**, in the same manner as the Named Insured.

E. Primary and Non-Contributory If Required by Contract

Only with respect to insurance provided to an additional insured in **1.D. - Additional Insured If Required by Contract**, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **Other Insurance 5.d.**

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The **OTHER INSURANCE** Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. FELLOW EMPLOYEE of **SECTION II - LIABILITY COVERAGE** does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. **EXCLUSIONS** - of **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

- a. The exceptions to Paragraphs B.4 **EXCLUSIONS** of **SECTION III - PHYSICAL DAMAGE COVERAGE** are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

- b. **SECTION III - PHYSICAL DAMAGE COVERAGE, Limits of Insurance, Paragraph C.2.** is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.
- c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. **COVERAGE** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. **DEDUCTIBLE** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. **DEDUCTIBLE** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is added:

If another Old Republic Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in **LOSS CONDITIONS, 2.a. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS** of **SECTION IV - BUSINESS AUTO CONDITIONS** that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of **GENERAL CONDITIONS 7. POLICY PERIOD, COVERAGE TERRITORY** - of **SECTION IV - BUSINESS AUTO CONDITIONS** is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of **SECTION IV - BUSINESS AUTO CONDITIONS** is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in **SECTION V - DEFINITIONS** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the **COMMON POLICY CONDITIONS - CANCELLATION** - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the Insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Carrier Global Corporation

Endorsement Effective Date: 04/01/24

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization whom you have agreed, in written contract will be entitled to this waiver of our rights of recovery.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization whom you have, through written contract, agreed to provide insurance protection for liability caused by your ongoing operations (as per ISO Form CG 20 10 07 04 or its equivalent).	Any location that is covered by, or subject to a written contract under which Carrier Global Corporation or its subsidiary has agreed to provide this insurance.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional Insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>Any person or organization whom Carrier Global Corporation or its subsidiary has through written contract agreed to provide insurance protection for liability caused by your completed operations (as per ISO Form CG 20 37 07 04 or its equivalent).</p>	<p>All locations that are listed in written contracts or agreements.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the Insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION - PRIMARY AND NON-CONTRIBUTORY WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

- A. The amended **Other Insurance** condition in Paragraph B. below applies only to persons or organizations qualifying as additional insureds under this policy, subject to all other applicable terms and conditions not modified by this endorsement.

As respects any person or organization qualifying as a Named Insured under this policy, the **Other Insurance** condition is not amended and continues to apply on an excess basis.

- B. With respect to insurance provided to person or organizations described in Paragraph A. above, the **Other Insurance** condition in the **Conditions** Section is replaced by the following:

Other Insurance

1. Primary Other Insurance

If you have agreed in a written contract or written agreement to provide primary insurance to the additional insured, then this insurance will be primary. Additionally, to the extent that you have agreed with an additional insured that this insurance shall apply on a non-contributory basis with other insurance available to that additional insured, we will not seek contribution from such additional insured's other insurance.

This provision does not apply to other insurance to which such additional insured has been added as an additional insured.

If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph 2. below.

2. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

SCHEDULE

Person(s) or Organization(s):

Blanket where required by written contract.

If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights of Recovery Against Others To Us is amended by the addition of the following

We waive any right of recovery we may have against the Person(s) or Organization(s) shown in the Schedule above because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products-completed operations hazard" and

Which are done under a written contract with that Person(s) or Organization(s). The waiver applies only to the Person(s) or Organization(s) shown in the Schedule above.

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

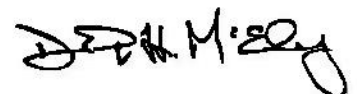
This endorsement, effective 12:01 AM 4/01/2024 forms a part of Policy No. WC 20395994

Issued to CARRIER GLOBAL CORPORATION

By A I U INSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.



A. PUBLIC HEARING ON ISSUANCE OF TAX-EXEMPT BONDS FOR DORADO SENIOR APARTMENTS LOCATED AT 8622 STANTON AVENUE AND RESOLUTION APPROVING THE ISSUANCE OF BONDS

Meeting	Agenda Group
Tuesday, May 27, 2025, 5:00 PM	PUBLIC HEARING Item: 6A.
Prepared By	Department Head Approval
Matt Foulkes, Director of Community and Economic Development	Aaron France, City Manager
Presented By	
Matt Foulkes, Director of Community and Economic Development	

RECOMMENDED ACTION

1) Conduct a Tax Equity and Fiscal Responsibility Act Hearing in consideration of the issuance of tax-exempt bond financing by the California Statewide Communities Development Authority for the benefit of Dorado Senior, LP, to provide financing for the acquisition, rehabilitation, improvement, and equipping of a 150-unit multifamily rental housing project generally known as Dorado Senior Apartments; and, 2) Adopt a resolution approving the issuance of Bonds by the California Statewide Communities Development Authority not to exceed \$30,000,000, for the benefit of Dorado Senior, LP, to provide financing for the acquisition, rehabilitation, improvement, and equipping of a 150-unit multifamily rental housing project generally known as Dorado Senior Apartments.

PREVIOUS CITY COUNCIL ACTION

In September 2002, the former Redevelopment Agency Board approved an Owner Participation and Loan Agreement (OPLA) providing a loan of \$1,200,000 for the development of an affordable 150-unit Dorado Senior Apartment Project. The units were restricted at 30%-60% Area Median Income (AMI) for 55 years.

In March 2003, July 2003, January 2004, and July 2004, the Agency Board approved an Amended and Restated OPLA, First Amendment to the OPLA, Second Amendment to the OPLA and Third Amendment to the OPLA extending the terms of the agreements to allow the developer to obtain competitive Low Income Tax Credits (LIHTC) to finance the project.

In July 2007, the Agency Board approved the Fourth Amendment to the OPLA amending the one and two bedroom unit mix at 30%-60% AMI and allowing additional sources of financing.

In November 2007, the Agency Board approved the Fifth Amendment to the OPLA to allow the developer to restructure the financing plan and approve additional sources of financing due to an increase in development costs.

DISCUSSION

In September 2002, the former Redevelopment Agency Board approved an Owner Participation and Loan Agreement (OPLA) providing a loan in the amount of \$1,200,000 for the development of the affordable 150-unit Dorado Senior Apartments. The Agency Board approved subsequent amendments to the OPLA to allow the developer to obtain and restructure financing and amend the low income affordable housing unit mix of one- and two-bedroom units. In April 2021, the loan was repaid in full and the Deed of Trust securing the loan was reconveyed. The affordable housing restrictions remain in effect until September 2062.

Dorado Senior, LP (the "Borrower") has requested that the California Statewide Communities Development Authority ("CSCDA") serve as the municipal issuer of tax-exempt multi-family housing revenue bonds in an aggregate principal amount not to exceed \$30,000,000 (the "Bonds"). The proceeds of the Bonds will be used for the purpose of making a loan to the Borrower, to enable the Borrower to finance the acquisition, rehabilitation, improvement and equipping of a 150-unit affordable multifamily housing rental project located at 8622 Stanton Avenue, Buena Park, California (the "Project"), which will be owned and operated by the Borrower. The Borrower will substantially rehabilitate the Project with the proceeds of the Bonds. The affordability of the Project will now extend for 55 additional years from the closing of the financing. On April 8, 2025, the project received an award of private activity bond allocation from the California Debt Limit Allocation Committee.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Buena Park ("City") must conduct a public hearing (the Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing") providing the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Adoption of the resolution is solely for the purposes of satisfying the TEFRA, the Internal Revenue Code and the California Government Code Section 6500 (and following). Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

CSCDA is a joint powers authority sponsored by the League of California Cities ("League") and the California State Association of Counties ("CSAC"). CSCDA was created by the League and CSAC in 1988 to enable local government and eligible private entities access to low-cost, tax-exempt financing for projects that provide a tangible public benefit, contribute to social and economic growth, and improve the overall quality of life in local communities throughout California. CSCDA is comprised of more than 530 members, including the City of Buena Park, which has been a member since 1993. CSCDA has issued more than \$75 billion through more than 1,800 financings since 1988.

PUBLIC HEARING NOTICE

On May 15, 2025, a notice of public hearing was posted at City Hall, the Ehlers Event Center, and the Buena Park Library. On May 16, 2025, a notice of public hearing was published in the Buena Park Independent.

BUDGET IMPACT

There is no fiscal impact to the City. The Bonds will be issued as limited obligations of CSCDA, payable solely from revenues and receipts derived from a loan to be made by CSCDA to the Borrower with the Bond proceeds. The City bears no liability with respect to the issuance of the Bonds. Further, the City is not a party to any of the financing documents related to the Bond issuance and is not named in any of the disclosure documents describing the Bonds or the proposed financing.

Attachments

[Resolution.pdf](#)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK
APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT AUTHORITY OF EXEMPT FACILITY BONDS
FOR A QUALIFIED RESIDENTIAL RENTAL PROJECT FOR THE DORADO
SENIOR APARTMENTS**

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is authorized pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the "Agreement"), among certain local agencies throughout the State of California, including the City of Buena Park (the "City"), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects; and

WHEREAS, Dorado Senior, LP or a partnership of which Spira Equity Partners (the "Developer") or a related person to the Developer is the general partner, has requested that the Authority adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$30,000,000 in outstanding aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, rehabilitation and development of a senior multifamily rental housing project located at 8622 Stanton Avenue, Buena Park, California (the "Project"); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, the Bonds are required to be approved by the "applicable elected representative" of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of this City Council (this "City Council") are the applicable elected representatives of the City; and

WHEREAS, the City has no financial obligation regarding the bonds and is only holding the public hearing to comply with Section 142(a)(7) of the Code and because the property seeking the bonds is located within the City boundaries; and

WHEREAS, there has been published, at least 7 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on a date specified in such notice; and

WHEREAS, such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

WHEREAS, the Authority is also requesting that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds

which financed the Project (the "Refunding Bonds"), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BUENA PARK AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds and the Refunding Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the Bonds for the purposes of (a) Section 147(f) of the Code and (b) Section 9 of the Agreement.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

Section 4. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 27th day of May 2025 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this ____ day of _____ 2025.

City Clerk

A. DISCUSS AND PROVIDE DIRECTION REGARDING CONSIDERATION OF A FUTURE MUNICIPAL CODE AMENDMENT TO RESTRICT UNNECESSARY COMMERCIAL VEHICLE IDLING

Meeting	Agenda Group
Tuesday, May 27, 2025, 5:00 PM	STUDY SESSION Item: 9A.
Prepared By	Department Head Approval
Matt Foulkes, Director of Community and Economic Development	Aaron France, City Manager
Presented By	
Matt Foulkes, Director of Community and Economic Development	

DISCUSSION

This item was requested by Council Member Sonne to discuss and provide direction to staff regarding a future Municipal Code Amendment pertaining to commercial vehicle idling. Vehicle idling is a major source of local air pollutant and greenhouse gas emissions, affecting public health - especially for children, the elderly, and those with respiratory conditions. Gas-powered vehicles, despite being substantially cleaner than they were in the 1960s, still emit exhaust chemicals that negatively impact air quality and health. Internal combustion engine vehicles emit about 20 lbs. of CO₂ per gallon of fuel consumed. In California, it is estimated that idling vehicles when parked emit 2.7 million tons of carbon dioxide annually in the process of consuming 270 million gallons of fuel.

The California Air Resources Board (CARB) already limits idling for diesel-fueled commercial vehicles (over 10,000 lbs.) to no more than five minutes at any location to reduce exposure to diesel particulate matter and other air toxins. Although passenger vehicles (cars, SUVs, vans, pickup trucks) account for more than 85% of the vehicles on California's roads, there is no statewide restriction for idling of these vehicles when parked. Several cities and counties have adopted local ordinances restricting idling on public or private property with tailored exemptions for safety, health, and operational necessities.

An ordinance which limits vehicle idling would be consistent with the City's upcoming Climate Action and Adaptation Plan goals. As a practical matter, enforcement of these regulations will be challenging. Code enforcement and police officers will rarely be available to respond to complaints of unnecessary idling violations due to limited staff resources and the need to prioritize other health and safety issues. Even when resources are available, the violation typically would not be ongoing when enforcement officers arrive at the scene, making formal enforcement action difficult. In other cities that have adopted anti-idling regulations, the primary function of the ordinance is as an educational tool to help people and businesses understand and appreciate the negative environmental and health impacts of idling with a particular focus around schools, parks and other locations where people gather outside near idling vehicles.

For example, the City of Palo Alto's anti-idling ordinance requires drivers to shut off their engines after three minutes if they are not in active traffic. Enforcement focuses on educating the community about the environmental and health impacts associated with idling but also includes the ability to impose fines on offenders who allow cars to idle more than five minutes, with a written warning for the first violation, a \$100 fine for a second violation and a \$150 fine for all subsequent violations. The City of Santa Cruz also has a more restrictive anti-idling ordinance which limits idling to no more than 90 seconds while parked, and Cupertino's climate action plan aims to partner with schools and the Chamber of Commerce to reduce idling. Each of these cities excludes emergency vehicles and emergency situations where there is a need to operate equipment to prevent a safety or health emergency.

Should the City Council direct staff to proceed with the development of an anti-idling ordinance, potential ordinance components could include:

- Prohibit any vehicle from idling for more than three (3) consecutive minutes on public property, in public rights-of-way, or on private property open to the general public within city limits.

Exemptions to Idling Regulations

- Traffic control devices, law enforcement direction, or traffic conditions beyond the operator's control.
- Idling necessary to operate defrosters, heaters, air conditioners, or other equipment to prevent a health or safety emergency.
- Emergency or law enforcement vehicles while engaged in official duties.
- Auxiliary work equipment actively in use (e.g., cargo refrigeration units, waste compactors, pumps, mixers).
- Vehicle maintenance, repair, diagnostics, or adherence to manufacturer's operation instructions.

Enforcement of this ordinance would emphasize education over punitive measures. Use of warning notices and targeted educational outreach would be first while citations would be reserved for repeat or egregious violations, focusing on high-impact areas (schools, parks, and transit hubs).

Public Outreach

Focusing outreach efforts on educating the public about the health and environmental effects of idling, including:

- "Idle-Free" signage at key locations around the city.
- Educational material about anti-idling sent out via water bill inserts, community events, and social media.
- Create an "Idle-Free Buena Park" pledge program in partnership with local businesses and schools to promote voluntary compliance.


Next Steps

Based on the direction provided by the City Council, staff will work with the City Attorney's Office to prepare the necessary ordinance and bring this item back for consideration at a future City Council meeting.

Attachments

[Sample Anti Idling Poster.pdf](#)

IDLING... **SWITCH OFF** **FOR CLEANER AIR**



Leaving your engine running when you're parked creates 20 times more pollution than when driving at 30mph. These pollutants are harmful to health, the environment and your pocket.

Let's work together.
If you're parked...

TURN IT OFF.



St Albans
City & District Council

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