



# CITY of YORBA LINDA

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**CITY COUNCIL/SUCCESSOR AGENCY TO THE YORBA LINDA REDEVELOPMENT AGENCY,  
YORBA LINDA HOUSING AUTHORITY AND YORBA LINDA MUNICIPAL FINANCING AUTHORITY  
JOINT MEETING  
AGENDA**

**Tuesday, October 15, 2024, 6:30 p.m.**

**Council Chambers**

**4845 Casa Loma Avenue**

This meeting is being broadcast live for airing on cable channel 3, channel 99 AT&T U-Verse and the city's website. By remaining in the room, you are giving your permission to be televised.

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**Pages**

## **CALL TO ORDER**

The City Council/Successor Agency to the Yorba Linda Redevelopment Agency will convene at 5:30 p.m. in the Council Chambers at 4845 Casa Loma Avenue.

## **ROLL CALL**

## **ANNOUNCEMENT OF CLOSED SESSION ITEMS**

### **CITY COUNCIL/SUCCESSOR AGENCY TO THE YORBA LINDA REDEVELOPMENT AGENCY**

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION,  
SIGNIFICANT EXPOSURE TO LITIGATION

Government Code Section 54956.9(d)(2) (3 Cases)

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1) (1 case)

Name of Case: Shahram Manighalam v City of Yorba Linda

Case Number: 30-2021-01222864-CU-WM-CJC, Superior Court, County of Orange

C. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency Designated Representatives: City Manager Pulone

Employee Organizations: Yorba Linda Chapter of the Orange County Employees Association

PUBLIC COMMENT ON CLOSED SESSION ITEMS

CONVENE INTO CLOSED SESSION

RECESS

## **CALL TO ORDER**

The City Council/Successor Agency to the Yorba Linda Redevelopment Agency, Yorba Linda Housing Authority and Yorba Linda Municipal Financing Authority will reconvene at 6:30 p.m. in the Council Chambers at 4845 Casa Loma Avenue, Yorba Linda.

## **ROLL CALL**

## **PLEDGE OF ALLEGIANCE**

## **INVOCATION**

DEACON NICK SHERG, ST. MARTIN DE PORRES CATHOLIC CHURCH

## **CLOSED SESSION REPORT**

## **INTRODUCTIONS & PRESENTATIONS**

INTRODUCTION OF NEW STAFF MEMBER LANDSCAPE INSPECTOR,  
ALBERT RUIZ

PROCLAMATION DECLARING OCTOBER 23 - 31, 2024 AS RED RIBBON  
WEEK

RECOGNITION OF EQUESTRIAN ERIN NICHOLS

PROCLAMATION RECOGNIZING OCTOBER 20 - 26, 2024 AS NATIONAL  
FRIENDS OF LIBRARIES WEEK

PROCLAMATION RECOGNIZING NOVEMBER 10 - 16, 2024 AS NATIONAL  
NURSE PRACTITIONER WEEK

CHAMBER OF COMMERCE QUARTERLY UPDATE AND BUSINESSES OF  
THE MONTH RECOGNITIONS

CITY'S BUSINESS OF THE QUARTER RECOGNITION

## **PUBLIC COMMENTS – ITEMS ON THE CONSENT CALENDAR OR ITEMS NOT ON THE REMAINDER OF THE AGENDA**

There is a five (5) minute maximum time limit for each individual addressing the legislative body during Public Comments and on all other items listed on the Agenda. Whenever a group of persons wishes to address the City Council on the same subject matter, it shall be proper for the presiding officer to request that a spokesman be chosen by the group so as to avoid unnecessary repetitions before the City Council.

## **CONSENT CALENDAR**

All matters listed under "CONSENT CALENDAR" are considered by the City Council/Successor Agency to the Yorba Linda Redevelopment Agency, Yorba Linda Housing Authority and Yorba Linda Municipal Financing Authority to be routine and will be enacted by one motion approving the recommendation listed on the Agenda. There will be no separate discussion unless Members of the Council/Successor Agency,

Yorba Linda Housing Authority and Yorba Linda Municipal Financing Authority or Staff request specific items to be removed from the Consent Calendar.

**Recommendation:**

It is recommended that the City Council approve the Consent Calendar.

1. WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA

**Recommendation:**

It is recommended that the City Council/Successor Agency to the Yorba Linda Redevelopment Agency waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

2. ACCOUNTS PAYABLE CHECK REGISTER – OCTOBER 15, 2024

7

**Recommendation:**

It is recommended that the City Council receive and file the accounts payable check register and wire transfer report dated October 15, 2024, in the amount of \$1,064,764.61.

3. APPROVAL OF THE MINUTES OF THE OCTOBER 1, 2024 CITY COUNCIL / SUCCESSOR AGENCY TO THE YORBA LINDA REDEVELOPMENT AGENCY MEETING

40

**Recommendation:**

It is recommended that the City Council/Successor Agency to the Yorba Linda Redevelopment Agency approve the minutes of the October 1, 2024 City Council/Successor Agency to the Yorba Linda Redevelopment Agency joint meeting.

4. APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR CONTINUED ASSESSMENT ENGINEER AND ASSOCIATED SERVICES

48

**Recommendation:**

It is recommended that the City Council: 1.) Approve an amendment to the professional services agreement with Willdan Financial Services (Willdan) to allow for an additional term extension in an amount not to exceed \$79,478.00, for the annual Engineer's Report preparation and associated services for the upcoming Engineer's Report (FY2025-2026); and 2.) Authorize annual expenditures for contract contingencies and potential additional services or unanticipated work that may arise, in an amount not-to-exceed fifteen 15% of the amendment amount (\$11,921.70) annually; and 3.) Authorize the City Manager, on behalf of Council and at the City's sole discretion, to execute an additional term extension, as provided for within the proposed amendment, for the final allowable extension that would begin at the conclusion of this Amendment No. 2 term; and 4.) Upon receipt of appropriate documents, authorize the City Manager to execute the amendment.

5. RESOLUTION NO. 2024-5919 AUTHORIZING THE SUBMISSION OF THE CITY'S APPLICATION FOR CTFP CONSTRUCTION FUNDING FOR THE LAKEVIEW AVENUE WIDENING FROM ORIENTE TO BASTANCHURY ROAD

70

**Recommendation:**

It is recommended that the City Council adopt Resolution No. 2024-5919, authorizing the submission of the City’s application for the Comprehensive Transportation Funding Program (CTFP) funds for the Lakeview Avenue Widening between Oriente Drive and Bastanchury Road.

6. RESOLUTION NO. 2024-5918 AUTHORIZING THE SUBMISSION OF THE CITY’S APPLICATION FOR CTFP CONSTRUCTION FUNDING FOR THE SAVI RANCH PARKWAY WIDENING FROM YORBA LINDA BOULEVARD TO MIRAGE STREET

76

**Recommendation:**

It is recommended that the City Council adopt Resolution No. 2024-5918, authorizing the submission of the City’s application for Comprehensive Transportation Funding Program (CTFP) funds for the construction of Savi Ranch Parkway Widening from Yorba Linda Boulevard to Mirage Street.

7. APPROVE AWARD OF A MULTI-YEAR CONTRACT SERVICES AGREEMENT TO WEST COAST ARBORISTS, INC., FOR CITYWIDE TREE MAINTENANCE SERVICES WITHIN THE CITY OF YORBA LINDA

82

**Recommendation:**

It is recommended that the City Council: 1.) Approve a multi-year Contract Services Agreement with West Coast Arborists (WCA) in an aggregate amount of \$4,066,151.67, for provision of annual Citywide Tree Maintenance and associated services for the remainder of Fiscal Year 2024-2025 through the end Fiscal Year 2027-2028, and 2.) Authorize annual expenditures for contract contingencies and potential additional services or unanticipated work performance that may arise, provided that the annual amount of said contingencies do not exceed fifteen percent (15%) of the annual agreement amount for the applicable Fiscal Year; and 3.) Authorize the City Manager, on behalf of Council, to execute up to two (2) one-year term extension amendments as provided for in the contract documents; and 4.) Upon receipt of appropriate documents, authorize the City Manager to execute the agreement.

8. APPROVE AMENDMENT TO ON-CALL PROFESSIONAL SERVICES AGREEMENT CONTRACT TO KIMLEY-HORN AND ASSOCIATES FOR BLACK GOLD STORM DRAIN DESIGN AND RELATED GOLF COURSE RESTORATION

158

**Recommendation:**

It is recommended that the City Council: 1.) Approve an amendment to the On-Call Professional Services Agreement for \$138,565.00 to Kimley-Horn and Associates for Black Gold Storm Drain Improvements and subconsultant (Pascuzzo) for related Golf Course Restoration; and 2.) Authorize the City Manager to approve additional expenditures of up to \$20,784.75 (15% of the proposed amendment amount) in agreement contingencies for potential additional services; and 3.) Upon receipt of appropriate documents, authorize the City Manager to execute the agreement.

9. COUNCIL COMMITTEE AND AGENCY REPORTS

171

**Recommendation:**

It is recommended that the City Council receive and file this report.

**CITY MANAGER'S REPORT/MAYOR'S REPORT/MATTERS PRESENTED BY  
COUNCILMEMBERS/ OTHER AGENCY REPORTS**

**CLOSED SESSION IF REQUIRED**

**ADJOURNMENT**

The next regularly scheduled City Council/Successor Agency to the Yorba Linda Redevelopment Agency joint meeting is November 5, 2024.

NOTE: ALL STAFF REPORTS AND RELATED ATTACHMENTS FOR ITEMS ON THIS AGENDA ARE ON FILE IN THE CITY CLERK'S OFFICE. AS AN ADDITIONAL SERVICE, THE CITY NOW PROVIDES THE STAFF REPORTS AND RELATED ATTACHMENTS ON THE CITY'S WEBSITE. PLEASE NOTE THAT IT IS NOT ALWAYS POSSIBLE TO EMBED ALL ATTACHMENTS AND MAPS. THUS, IF YOU REQUIRE A FULL AND COMPLETE COPY OF THE AGENDA PACKET, YOU SHOULD NOT RELY UPON THE WEBSITE MATERIALS ALONE.

IN COMPLIANCE WITH THE AMERICAN DISABILITIES ACT (ADA), THE CITY WILL MAKE EVERY REASONABLE ATTEMPT TO ACCOMMODATE ANY ATTENDEE OR PARTICIPANT AT THIS MEETING NEEDING SPECIAL ASSISTANCE BEYOND WHAT IS NORMALLY PROVIDED. PLEASE CONTACT THE CITY CLERK'S OFFICE AT (714) 961-7150 AT LEAST 48 HOURS PRIOR TO THIS MEETING TO INFORM US OF YOUR PARTICULAR NEEDS AND TO DETERMINE IF ACCOMMODATION IS FEASIBLE. PLEASE ADVISE US AT THE TIME YOU CALL IF SPECIAL ASSISTANCE IS REQUIRED TO ATTEND OR PARTICIPATE IN MEETINGS ON A REGULAR BASIS.



# STAFF REPORT

## CITY of YORBA LINDA

**FINANCE DEPARTMENT**

**DATE: OCTOBER 15, 2024**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: SUNNY HAN, FINANCE DIRECTOR / CITY TREASURER**

**SUBJECT: ACCOUNTS PAYABLE CHECK REGISTER – OCTOBER 15, 2024**

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### **RECOMMENDATION**

It is recommended that the City Council receive and file the accounts payable check register and wire transfer report dated October 15, 2024, in the amount of \$1,064,764.61.

### **BACKGROUND**

The Yorba Linda Municipal Code states that the accounts payable check register shall be presented to the City Council at the next scheduled meeting following the printing and mailing of checks.

### **DISCUSSION**

This check register includes both City and Successor Agency weekly check runs for the weeks since the last City Council meeting. Additionally, a report of any wires sent by the City is included as an attachment to this report on an as-needed basis as well as a report on credit card transactions.

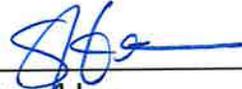
### **FISCAL IMPACT**

There is no direct fiscal impact associated with this report. Sufficient funds are available in the approved budget to cover all the listed checks and wires.

**CITY OF YORBA LINDA and the SUCCESSOR AGENCY to the YORBA LINDA  
REDEVELOPMENT AGENCY**

**ACCOUNTS PAYABLE CHECK REGISTER**

The attached listing(s) of accounts payable checks totaling \$801,812.78 and wire transfers totaling \$262,951.83 for a total of \$1,064,764.61 is presented on October 15, 2024, to the Yorba Linda City Council and Agency Board for their consideration and approval in accordance with Section 3.12 of the Yorba Linda Municipal Code.

  
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Sunny Han  
Finance Director

# **Check Register**

**A/P CASH DISBURSEMENTS JOURNAL**

CASH ACCOUNT: 9990000 999001 AP BANK ACCOUNT

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
120883	10/03/2024	PRTD	10011 AAA ELEC MOTOR SALES	55293	ASI-88535	09/05/2024	24250490	100324	261.44
			60.13 101 -04-0475-0000-0000-432750-					FACILITIES MAINTENANCE	
			201.31 202 -07-0700-0000-0000-424010-					MAINT/BUILDINGS	
								CHECK 120883 TOTAL:	261.44
120884	10/03/2024	PRTD	11769 AGA ENGINEERS INC	55615	24274-IN	08/31/2024	24250457	100324	825.00
			825.00						
			E TC251004 -ALL -IMP PROJ					TRAFFIC CONTROL	
			401 -00-0050-0000-0000-461630-						
			CITYWIDE TRAFFIC SIGNAL MODIFICATION					CHECK 120884 TOTAL:	825.00
120885	10/03/2024	PRTD	12344 AIR CARE HEATING & A	55640	I-18211-1	07/10/2024	24250531	100324	5,000.00
			5,000.00 208 -00-0173-0000-0000-428200-					CDBG/NEIGHBORHOOD TARGETED	
								CHECK 120885 TOTAL:	5,000.00
120886	10/03/2024	PRTD	12110 ALAN CORCORAN	55496	092024	09/20/2024	24250020	100324	175.00
			175.00 101 -04-0430-0000-0000-421140-					REC CLASS SUPPLIES	
								CHECK 120886 TOTAL:	175.00
120887	10/03/2024	PRTD	10063 AMERICAN SANITARY SU	55474	IN-AM034040	09/09/2024	24250105	100324	919.81
			919.81 101 -04-0440-0000-0000-421010-					CUSTODIAL SUPPLIES	
			233.38 101 -04-0450-0000-0000-421010-			09/10/2024	24250105	100324	233.38
								CUSTODIAL SUPPLIES	
			181.02 101 -04-0450-0000-0000-421010-			09/17/2024	24250105	100324	181.02
								CUSTODIAL SUPPLIES	
			1,117.17 101 -04-0475-0000-0000-421010-			09/17/2024	24250105	100324	1,117.17
								CUSTODIAL SUPPLIES	
			999.51 101 -04-0460-0000-0000-421010-			09/18/2024	24250105	100324	999.51
								CUSTODIAL SUPPLIES	
			75.43 101 -04-0470-0000-0000-421010-			09/24/2024	24250105	100324	75.43
								CUSTODIAL SUPPLIES	
								CHECK 120887 TOTAL:	3,526.32
120888	10/03/2024	PRTD	12368 APPLEONE, INC	55618	01-6953645	09/18/2024	24250446	100324	1,036.27
			294.08 101 -03-0300-0000-0000-431950-					MISC CONSULTANT SERVICE	
			742.19 101 -03-0310-0000-0000-433200-					TEMPORARY INSPECTION SERVICE	

**A/P CASH DISBURSEMENTS JOURNAL**

CASH ACCOUNT: 9990000 999001		AP BANK ACCOUNT				INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE				
						CHECK	120888	TOTAL:	1,036.27
120889	10/03/2024	PRTD	10095 AT&T	55662	8/15-9/14	09/15/2024	100324		6,962.83
			6,962.83 101 -01-0130-0000-0000-425050-					TELEPHONE SERVICE	
						CHECK	120889	TOTAL:	6,962.83
120890	10/03/2024	PRTD	11964 BLISS CAR WASH LLC	55666	INV0209	12/31/2023	24250318	100324	425.00
			425.00 101 -05-0500-0000-0000-424050-					MAINT/AUTOMOBILES	
						CHECK	120890	TOTAL:	425.00
120891	10/03/2024	PRTD	11761 CALIFORNIA YELLOW CA	55501	8785024	08/31/2024	24250518	100324	16,561.50
			16,561.50 101 -04-0440-0000-0000-430230-					SENIOR MOBILITY PROGRAM	
						CHECK	120891	TOTAL:	16,561.50
120892	10/03/2024	PRTD	10224 CERTIFIED BACKFLOW S	55562	28769	09/06/2024	24250464	100324	3,000.00
			3,000.00						
					E ZONE L-1E -CONTRACTS -MISC MAINT-				
					201 -03-0350-0000-0000-432950-				MISC MAINTENANCE SERVICE
					55564 28813	09/20/2024	24250481	100324	2,800.00
			2,800.00						
					E ZONE L-2R -CONTRACTS -MISC MAINT-				
					201 -03-0350-0000-0000-432950-				MISC MAINTENANCE SERVICE
					55619 28766	09/03/2024	24250537	100324	600.00
			600.00 101 -03-0330-0000-0000-432700-						
						CHECK	120892	TOTAL:	6,400.00
120893	10/03/2024	PRTD	11786 CLEAN AIR TESTING IN	55622	21439	09/25/2024	24250535	100324	900.00
			900.00 101 -03-0330-0000-0000-421160-						
					55623 21442	09/26/2024	24250534	100324	1,915.00
			1,915.00 101 -03-0330-0000-0000-421160-						
						CHECK	120893	TOTAL:	2,815.00
120894	10/03/2024	PRTD	10296 CPRS - MEMBERSHIP	55669	092324	09/23/2024	24250551	100324	3,195.00
			3,195.00 101 -04-0400-0000-0000-426250-						
						CHECK	120894	TOTAL:	3,195.00

**A/P CASH DISBURSEMENTS JOURNAL**

CASH ACCOUNT: 9990000 999001		AP BANK ACCOUNT							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
120895	10/03/2024	PRTD	10317 CSG CONSULTANTS INC	55586	B241664	09/03/2024	24250382	100324	5,423.69
			5,423.69 101 -02-0210-0000-0000-431400-					CONSTRUCTION INSPECTION	
								CHECK 120895 TOTAL:	5,423.69
120896	10/03/2024	PRTD	10329 DATA TICKET INC	55611	170200	09/26/2024		100324	26.45
			26.45 101 -00-5600-0000-0000-331150-					ADMINISTRATIVE CITATIONS	
				55612	169429	09/26/2024		100324	171.72
			171.72 101 -00-5600-0000-0000-331010-					COURT FINES	
								CHECK 120896 TOTAL:	198.17
120897	10/03/2024	PRTD	10355 DIAMOND ENVIRONMENTA	55600	0005395320	07/03/2024	24250001	100324	6,682.80
			6,682.80 101 -04-0430-0000-0000-433500-					SPECIAL EVENT	
				55659	0005691007	09/30/2024	24250058	100324	403.69
			403.69 101 -04-0460-0000-0000-433950-					MISC OTHER CONTRACT SERVICE	
								CHECK 120897 TOTAL:	7,086.49
120898	10/03/2024	PRTD	10369 DOWNTOWN FORD SALES	55680	9581	09/26/2024	23241579	100324	31,213.44
			31,213.44 209 -00-1000-0000-0000-461050-					AUTOMOBILE	
								CHECK 120898 TOTAL:	31,213.44
120899	10/03/2024	PRTD	11419 ECO FERT INC	55688	6092	10/01/2024	24250219	100324	876.00
			876.00 101 -04-0460-0000-0000-432650-					PARK MAINTENANCE	
								CHECK 120899 TOTAL:	876.00
120900	10/03/2024	PRTD	12311 ECOLOGY AUTO PARTS I	55477	0135415-IN	09/12/2024	24250185	100324	990.90
			990.90						
			E MS241003 -ALL -					MISCELLANEOUS	
			401 -00-0050-0000-0000-461670-						
				55516	0134083-IN	07/18/2024	24250185	100324	1,525.50
			1,525.50					MISCELLANEOUS	
			E MS241003 -ALL -						
			401 -00-0050-0000-0000-461670-						
								CHECK 120900 TOTAL:	2,516.40

**A/P CASH DISBURSEMENTS JOURNAL**

CASH ACCOUNT: 9990000 999001		AP BANK ACCOUNT							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
120901	10/03/2024	PRTD	10433 FM THOMAS AIR CONDIT	55621	47228	09/20/2024	24250538	100324	1,520.00
			1,520.00 101 -04-0450-0000-0000-432750-					FACILITIES MAINTENANCE	
								CHECK 120901 TOTAL:	1,520.00
120902	10/03/2024	PRTD	11699 FUEL PROS, INC	55579	0000075611	09/23/2024	24250519	100324	8,190.65
			8,190.65 101 -03-0330-0000-0000-432500-					PUBLIC WORKS CONSTRUCTION	
								CHECK 120902 TOTAL:	8,190.65
120903	10/03/2024	PRTD	12098 GLOBAL MUSIC RIGHTS	55601	INV-GMR-97562	07/08/2024	24250100	100324	850.00
			850.00 101 -04-0410-0000-0000-433510-					CONCERT IN-THE-PARK SERVICE	
								CHECK 120903 TOTAL:	850.00
120904	10/03/2024	PRTD	10479 GOLDEN STATE WATER C	55706	08/20-09/23	09/24/2024		100324	25,207.47
			15,466.28 101 -03-0330-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
			9,741.19 101 -04-0460-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
								CHECK 120904 TOTAL:	25,207.47
120905	10/03/2024	PRTD	11339 GROWING ROOTS LLC	55651	24-2480	10/01/2024	24250073	100324	826.44
			238.12 101 -04-0440-0000-0000-424600-					MISC NON-CONTRACT SERVICE	
			265.07 101 -04-0470-0000-0000-424600-					MISC NON-CONTRACT SERVICE	
			323.25 101 -04-0475-0000-0000-424600-					MISC NON-CONTRACT SERVICE	
								CHECK 120905 TOTAL:	826.44
120906	10/03/2024	PRTD	10506 GRYPHON FITNESS STUD	55684	100124	10/01/2024	24250093	100324	2,928.00
			2,928.00 101 -04-0410-0000-0000-433100-					RECREATION/CLASSES	
								CHECK 120906 TOTAL:	2,928.00
120907	10/03/2024	PRTD	10523 HARTZOG & CRABILL IN	55677	24-0590	09/05/2024	24250553	100324	7,344.12
			7,344.12						
			E TC251003 -ALL -IMP PROJ -					TRAFFIC CONTROL	
			401 -00-0050-0000-0000-461630-					CHECK 120907 TOTAL:	7,344.12
120908	10/03/2024	PRTD	12224 HASA INC	55571	984973	08/11/2024	24250186	100324	500.00
			500.00 101 -04-0450-0000-0000-432750-					FACILITIES MAINTENANCE	

**A/P CASH DISBURSEMENTS JOURNAL**

CASH ACCOUNT:	9990000	999001	AP BANK ACCOUNT	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME						
						CHECK	120908	TOTAL:	500.00
120909	10/03/2024	PRTD	10575 IMPERIAL SPRINKLER I	55603	0017786842-001	09/23/2024	24250145	100324	175.31
			175.31 101 -04-0460-0000-0000-421690-					MATERIALS/MISCELLANEOUS	
				55607	0015220105-002	05/01/2024	24250134	100324	63.95
			63.95 101 -03-0330-0000-0000-432700-					LANDSCAPE SERVICE	
				55653	0017825061-001	09/25/2024	24250145	100324	889.28
			889.28 101 -04-0460-0000-0000-421690-					MATERIALS/MISCELLANEOUS	
				55705	0017903803-001	10/01/2024	24250145	100324	138.85
			138.85 101 -04-0460-0000-0000-421690-					MATERIALS/MISCELLANEOUS	
						CHECK	120909	TOTAL:	1,267.39
120910	10/03/2024	PRTD	12100 JOSEFINA LEWIS	55647	093024	09/30/2024	24250103	100324	640.00
			640.00 101 -04-0410-0000-0000-433100-					RECREATION/CLASSES	
						CHECK	120910	TOTAL:	640.00
120911	10/03/2024	PRTD	10654 KIMLEY-HORN AND ASSO	55674	28854025	07/31/2024	23240936	100324	3,595.00
			3,595.00						
			E MS231002 -ALL -					MISCELLANEOUS	
			401 -00-0050-0000-0000-461670-						
						CHECK	120911	TOTAL:	3,595.00
120912	10/03/2024	PRTD	12333 KNORR SYSTEMS INTL L	55583	248599	09/16/2024	24250528	100324	1,012.50
			1,012.50 101 -04-0450-0000-0000-432750-					FACILITIES MAINTENANCE	
				55584	248601	09/16/2024	24250528	100324	6,039.41
			6,039.41 101 -04-0450-0000-0000-432750-					FACILITIES MAINTENANCE	
						CHECK	120912	TOTAL:	7,051.91
120913	10/03/2024	PRTD	10707 LIN, AN YI	55685	100124	10/01/2024	24250195	100324	3,543.00
			3,543.00 101 -04-0410-0000-0000-433100-					RECREATION/CLASSES	
						CHECK	120913	TOTAL:	3,543.00
120914	10/03/2024	PRTD	11372 LLOYD PEST CONTROL	55535	8594670	09/18/2024	24250159	100324	88.00
			88.00 101 -04-0450-0000-0000-424600-					MISC NON-CONTRACT SERVICE	
				55537	5894631	09/18/2024	24250159	100324	97.00
			97.00 101 -04-0440-0000-0000-424600-					MISC NON-CONTRACT SERVICE	

**A/P CASH DISBURSEMENTS JOURNAL**

CASH ACCOUNT:	9990000	999001	AP BANK ACCOUNT	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME						
				55540	8598239	09/21/2024	24250159	100324	179.00
41.17	101	-04-0475-0000-0000-424600-						MISC NON-CONTRACT SERVICE	
137.83	202	-07-0700-0000-0000-432750-						FACILITIES MAINTENANCE	
				55655	8603428	09/23/2024	24250159	100324	42.00
42.00	101	-05-0500-0000-0000-421610-						MATERIALS/BUILDING	
								CHECK 120914 TOTAL:	406.00
120915	10/03/2024	PRTD	10750 MC MASTER-CARR SUPPL	55604	33865377	09/25/2024	24250011	100324	160.90
160.90	101	-04-0460-0000-0000-421690-						MATERIALS/MISCELLANEOUS	
								CHECK 120915 TOTAL:	160.90
120916	10/03/2024	PRTD	10757 MERCHANTS LANDSCAPE	55492	63545	08/30/2024	24250417	100324	8,800.00
1,320.00								MISC MAINTENANCE SERVICE	
			E ZONE A-7 -CONTRACTS -MISC MAINT-						
1,467.00			201 -03-0350-0000-0000-432950-					MISC MAINTENANCE SERVICE	
			E ZONE L-2E -CONTRACTS -MISC MAINT-						
117.60			201 -03-0350-0000-0000-432950-					MISC MAINTENANCE SERVICE	
			E ZONE L-2F -CONTRACTS -MISC MAINT-						
2,933.00			201 -03-0350-0000-0000-432950-					MISC MAINTENANCE SERVICE	
			E ZONE L-2G -CONTRACTS -MISC MAINT-						
1,320.00			201 -03-0350-0000-0000-432950-					MISC MAINTENANCE SERVICE	
			E ZONE L-2Q -CONTRACTS -MISC MAINT-						
111.72			201 -03-0350-0000-0000-432950-					MISC MAINTENANCE SERVICE	
			E ZONE L-2S -CONTRACTS -MISC MAINT-						
1,424.84			201 -03-0350-0000-0000-432950-					MISC MAINTENANCE SERVICE	
			E ZONE L-2T -CONTRACTS -MISC MAINT-						
105.84			201 -03-0350-0000-0000-432950-					MISC MAINTENANCE SERVICE	
			E ZONE L-2U -CONTRACTS -MISC MAINT-						
			201 -03-0350-0000-0000-432950-					MISC MAINTENANCE SERVICE	
				55701	63708	09/30/2024	24250370	100324	19,250.00
19,250.00	101	-04-0460-0000-0000-432650-						PARK MAINTENANCE	
								CHECK 120916 TOTAL:	28,050.00
120917	10/03/2024	PRTD	10760 MERRIMAC ENERGY GROU	55590	2234105	09/17/2024	24250113	100324	11,706.20
11,706.20	101	-03-0330-0000-0000-421160-						AUTO GAS & SUPPLIES	

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CASH ACCOUNT: 9990000 999001 AP BANK ACCOUNT  
 CHECK NO CHK DATE TYPE VENDOR NAME

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
								CHECK 120917 TOTAL:	11,706.20
120918	10/03/2024	PRTD	10764 MICHAEL BAKER INTERN	55576	1216446	06/25/2024	22231678	100324	8,543.00
			8,543.00						
			E SI221005 -CONST	-	-				
			401 -00-0050-0000-0000-461620-						
			BASTANCHURY RD. WIDENING - CASA LOMA					CHECK 120918 TOTAL:	8,543.00
120919	10/03/2024	PRTD	10844 NIEVES LANDSCAPE INC	55222	78789	08/29/2024	23240337	100324	14,474.00
			14,474.00						
			E SD241001 -ALL -IMP PROJ	-	-				
			401 -00-0050-0000-0000-461650-						
			930.40 101 -04-0440-0000-0000-432700-						
			55545 78901			09/10/2024	24250523	100324	930.40
			YL & IMPERIAL HWY SINKHOLE REPAIR						
								CHECK 120919 TOTAL:	15,404.40
120920	10/03/2024	PRTD	11362 NV5 INC	55563	403047	08/14/2024	22230365	100324	24,993.40
			24,993.40						
			E SI221005 -NONCONST	-	-				
			401 -00-0050-0000-0000-461620-						
			BASTANCHURY RD. WIDENING - CASA LOMA						
								CHECK 120920 TOTAL:	24,993.40
120921	10/03/2024	PRTD	11721 OC ATHLETICS	55686	100124	10/01/2024	24250286	100324	210.00
			210.00 101 -04-0410-0000-0000-433100-						
								CHECK 120921 TOTAL:	210.00
120922	10/03/2024	PRTD	10854 OC TREASURER-TAX COL	55670	SH 69480	09/23/2024	24250309	100324	2,005.00
			2,005.00 101 -05-0500-0000-0000-430320-						
								CHECK 120922 TOTAL:	2,005.00
120923	10/03/2024	PRTD	10857 OCCUPATIONAL HEALTH	55643	84428154	09/12/2024	24250030	100324	99.00
			99.00 101 -01-0120-0000-0000-424310-						
								CHECK 120923 TOTAL:	99.00
120924	10/03/2024	PRTD	12252 ODYSSEY POWER CORPOR	55660	139703	09/20/2024	24250543	100324	1,815.31
			1,815.31 101 -04-0440-0000-0000-432750-						
								CHECK 120924 TOTAL:	1,815.31

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CASH ACCOUNT: 9990000 999001		AP BANK ACCOUNT		VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME						
								CHECK 120924 TOTAL:	1,815.31
120925	10/03/2024	PRTD	99999 Christy Pardini	55644	092624	09/26/2024		100324	500.00
			500.00 101 -00-5410-0000-0000-361010-					PLANNING FEES	
								CHECK 120925 TOTAL:	500.00
120926	10/03/2024	PRTD	99999 David Albaugh	55648	092324	09/23/2024		100324	113.01
			113.01 101 -01-0120-0000-0000-427100-					PERSONNEL RELATIONS	
								CHECK 120926 TOTAL:	113.01
120927	10/03/2024	PRTD	99999 Juliana Choe	55645	2006600.020	09/23/2024		100324	207.00
			207.00 101 -00-5430-0000-0000-363250-					NON-RESIDENT FEES	
								CHECK 120927 TOTAL:	207.00
120928	10/03/2024	PRTD	99999 William Webster	55695	091924	09/19/2024		100324	740.00
			740.00 101 -00-5210-0000-0000-321020-					PLAN CHECKS	
								CHECK 120928 TOTAL:	740.00
120929	10/03/2024	PRTD	12343 PAVEWEST INC	55637	PW 5213	08/26/2024	24250167	100324	207,653.50
			146,545.00						
			PARKS & FAC PARKING LOT MAINT	E FC221007 -ALL -					MUNICIPAL BLDG. & FACILITIES
			61,108.50	401 -00-0050-0000-0000-461610-					
			BGGC PARKING LOT RENOVATION	E FC241002 -ALL -IMP PROJ -					MUNICIPAL BLDG. & FACILITIES
			-10,382.68	401 -00-0050-0000-0000-461610-					
				55638 PW 5213C		08/26/2024		100324	-10,382.68
				-10,382.68 401 -00-0000-0000-0000-221140-				RETENTIONS PAYABLE	
								CHECK 120929 TOTAL:	197,270.82
120930	10/03/2024	PRTD	10949 PLACENTIA-YL UNIFIED	55573	82UI0208	09/23/2024	24250388	100324	3,071.40
			3,071.40 101 -04-0460-0000-0000-425300-						WATER SERV/LANDSCAPE AREAS
								CHECK 120930 TOTAL:	3,071.40
120931	10/03/2024	PRTD	10948 CITY OF PLACENTIA	55610	65096	09/12/2024	24250533	100324	447.92
			447.92						
			E LIGHT-ART -MAINTENANC-ELEC-TS						ELEC SERV/TRAFFIC SIGNALS
			201 -03-0350-0000-0000-425170-						

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CASH ACCOUNT: 9990000 999001 AP BANK ACCOUNT  
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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
								CHECK 120931 TOTAL:	447.92
120932	10/03/2024	PRTD	10975 PROCURE AMERICA INC	55697	8-2405w1	10/02/2024	24250276	100324	750.68
			750.68 101 -01-0130-0000-0000-433950-					MISC OTHER CONTRACT SERVICE	
								CHECK 120932 TOTAL:	750.68
120933	10/03/2024	PRTD	11011 REFRIGERATION SUPPLI	55633	9592002-00	09/09/2024	24250540	100324	124.57
			124.57 101 -04-0450-0000-0000-421610-					MATERIALS/BUILDING	
								CHECK 120933 TOTAL:	124.57
120934	10/03/2024	PRTD	11012 THE REGISTER	55593	0000599932	08/31/2024		100324	285.38
			285.38 701 -00-0000-0000-0000-227500-					BUILD/PLAN SPEC PROJ DEPOSIT	
				55693	0000599931	08/31/2024		100324	1,978.92
			1,978.92 701 -00-0000-0000-0000-227500-					BUILD/PLAN SPEC PROJ DEPOSIT	
				55694	0000597511	07/31/2024		100324	1,010.70
			1,010.70 701 -00-0000-0000-0000-227500-					BUILD/PLAN SPEC PROJ DEPOSIT	
								CHECK 120934 TOTAL:	3,275.00
120935	10/03/2024	PRTD	11021 RICHARD FISHER ASSOC	55627	4625	08/31/2024		100324	2,730.03
			785.46 701 -00-0000-0000-0000-227520-					LANDSCAPE PLAN CHECK	
			1,944.57 701 -00-0000-0000-0000-227540-					LANDSCAPE INSPECTION	
								CHECK 120935 TOTAL:	2,730.03
120936	10/03/2024	PRTD	11025 ROCKEY MURATA LANDSC	55483	59217-59224	09/09/2024	24250413	100324	5,148.00
			183.40						
					E ZONE A-4 -CONTRACTS -MISC MAINT-				
					201 -03-0350-0000-0000-432950-				MISC MAINTENANCE SERVICE
			20.00						
					E ZONE A-5 -CONTRACTS -MISC MAINT-				
					201 -03-0350-0000-0000-432950-				MISC MAINTENANCE SERVICE
			48.40						
					E ZONE A-7 -CONTRACTS -MISC MAINT-				
					201 -03-0350-0000-0000-432950-				MISC MAINTENANCE SERVICE
			1,167.40						
					E ZONE A-9 -CONTRACTS -MISC MAINT-				
					201 -03-0350-0000-0000-432950-				MISC MAINTENANCE SERVICE
			1,359.00						
					E ZONE L-2B -CONTRACTS -MISC MAINT-				
					201 -03-0350-0000-0000-432950-				MISC MAINTENANCE SERVICE
			1,932.75						
					E ZONE L-2C -CONTRACTS -MISC MAINT-				

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CASH ACCOUNT: 9990000 999001		AP BANK ACCOUNT				INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE				
			201 -03-0350-0000-0000-432950-					MISC MAINTENANCE SERVICE	
		245.00	E ZONE L-2D -CONTRACTS -MISC MAINT-						
			201 -03-0350-0000-0000-432950-					MISC MAINTENANCE SERVICE	
		192.05	E ZONE L-2H -CONTRACTS -MISC MAINT-						
			201 -03-0350-0000-0000-432950-					MISC MAINTENANCE SERVICE	
								CHECK 120936 TOTAL:	5,148.00
120937	10/03/2024	PRTD	11862 RON PAVELOFF	55628	12435	08/19/2024	24250532	100324	2,270.75
			2,270.75 208 -00-0173-0000-0000-428200-					CDBG/NEIGHBORHOOD TARGETED	
								CHECK 120937 TOTAL:	2,270.75
120938	10/03/2024	PRTD	11043 S C SIGNS & SUPPLIES	55672	252048	09/23/2024	24250244	100324	457.51
			457.51 101 -03-0330-0000-0000-421640-					MATERIALS/SIGNS	
								CHECK 120938 TOTAL:	457.51
120939	10/03/2024	PRTD	11066 LAURENE LOUISE SCHUL	55624	093024	09/30/2024	24250137	100324	220.80
			220.80 101 -04-0410-0000-0000-433100-					RECREATION/CLASSES	
								CHECK 120939 TOTAL:	220.80
120940	10/03/2024	PRTD	11071 SECO ELECTRIC AND LI	55704	8833	10/02/2024	24250562	100324	290.01
			290.01 101 -04-0460-0000-0000-433710-					VANDALISM REPAIRS	
								CHECK 120940 TOTAL:	290.01
120941	10/03/2024	PRTD	11083 SHI	28580	815126215	04/25/2022	21221618	100324	260.00
			260.00 101 -01-0130-0000-0000-461120-					COMPUTER HARDWARE/SOFTWARE	
								CHECK 120941 TOTAL:	260.00
120942	10/03/2024	PRTD	11351 ADAN SILVA	55668	1745	09/30/2024	24250099	100324	2,052.00
			2,052.00 101 -03-0330-0000-0000-424050-					MAINT/AUTOMOBILES	
								CHECK 120942 TOTAL:	2,052.00
120943	10/03/2024	PRTD	11102 SMARDAN SUPPLY COMPA	55636	S4148451.001	09/16/2024	24250542	100324	798.95
			798.95 101 -04-0475-0000-0000-421610-					MATERIALS/BUILDING	

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CASH ACCOUNT: 9990000 999001 AP BANK ACCOUNT  
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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
								CHECK 120943 TOTAL:	798.95
120944	10/03/2024	PRTD	11113 SOUTHERN CALIFORNIA	55663	08/28-09/26	09/27/2024		100324	939.57
			37.58		E LIGHT-ART -MAINTENANC-ELECTRIC -			ELEC SERV/STREET LIGHTS	
			901.99		201 -03-0350-0000-0000-425150-			ELEC SERV/STREET LIGHTS	
					E LIGHT-LCL -MAINTENANC-ELECTRIC -			ELEC SERV/STREET LIGHTS	
					201 -03-0350-0000-0000-425150-			ELEC SERV/STREET LIGHTS	
								CHECK 120944 TOTAL:	939.57
120945	10/03/2024	PRTD	11113 SOUTHERN CALIFORNIA	55664	08/22-09/22	09/23/2024		100324	4,832.91
			4,005.45	101	-04-0470-0000-0000-425100-			ELEC SERVICE	
			9.09		E ZONE A-5 -MAINTENANC-ELECTRIC -			ELEC SERV/STREET LIGHTS	
			57.06		201 -03-0350-0000-0000-425150-			ELEC SERV/STREET LIGHTS	
			6.18		E ZONE A-6 -MAINTENANC-ELECTRIC -			ELEC SERV/STREET LIGHTS	
			148.20		201 -03-0350-0000-0000-425150-			ELEC SERV/STREET LIGHTS	
			47.45	101	-03-0331-0000-0000-425150-			ELEC SERV/STREET LIGHTS	
			8.29		E LIGHT-ART -MAINTENANC-ELECTRIC -			ELEC SERV/STREET LIGHTS	
			199.80		201 -03-0350-0000-0000-425150-			ELEC SERV/STREET LIGHTS	
			168.30		E ZONE L-5A -MAINTENANC-ELECTRIC -			ELEC SERV/STREET LIGHTS	
			14.06		201 -03-0350-0000-0000-425150-			ELEC SERV/STREET LIGHTS	
			122.75	101	-03-0330-0000-0000-425150-			ELEC SERV/LANDSCAPE AREAS	
			46.28		101 -03-0330-0000-0000-425150-			ELEC SERV/LANDSCAPE AREAS	
					E ZONE L-5B -MAINTENANC-ELECTRIC -			ELEC SERV/STREET LIGHTS	
					201 -03-0350-0000-0000-425150-			ELEC SERV/STREET LIGHTS	
					E ZONE L-5C -MAINTENANC-ELECTRIC -			ELEC SERV/STREET LIGHTS	
					201 -03-0350-0000-0000-425150-			ELEC SERV/STREET LIGHTS	
					101 -03-0330-0000-0000-425150-			ELEC SERV/LANDSCAPE AREAS	
					101 -03-0330-0000-0000-425150-			ELEC SERV/LANDSCAPE AREAS	
					E ZONE A-7 -MAINTENANC-ELECTRIC -			ELEC SERV/STREET LIGHTS	
					201 -03-0350-0000-0000-425150-			ELEC SERV/STREET LIGHTS	
								CHECK 120945 TOTAL:	4,832.91
120946	10/03/2024	PRTD	11113 SOUTHERN CALIFORNIA	55665	08/26-09/24	09/25/2024		100324	12,442.51
			74.84	101	-03-0330-0000-0000-425150-			ELEC SERV/LANDSCAPE AREAS	
			6,043.33	101	-04-0460-0000-0000-425150-			ELEC SERV/LANDSCAPE AREAS	
			7.73		E ZONE A-2 -MAINTENANC-ELECTRIC -			ELEC SERV/LANDSCAPE AREAS	

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 CHECK NO CHK DATE TYPE VENDOR NAME VOUCHER INVOICE INV DATE PO CHECK RUN NET

			201 -03-0350-0000-0000-425150-					ELEC SERV/STREET LIGHTS	
84.63			E ZONE A-4 -MAINTENANC-ELECTRIC -						
			201 -03-0350-0000-0000-425150-					ELEC SERV/STREET LIGHTS	
213.75			E ZONE A-5 -MAINTENANC-ELECTRIC -						
			201 -03-0350-0000-0000-425150-					ELEC SERV/STREET LIGHTS	
245.06			E ZONE A-6 -MAINTENANC-ELECTRIC -						
			201 -03-0350-0000-0000-425150-					ELEC SERV/STREET LIGHTS	
38.37			E ZONE A-7 -MAINTENANC-ELECTRIC -						
			201 -03-0350-0000-0000-425150-					ELEC SERV/STREET LIGHTS	
38.83			101 -03-0330-0000-0000-425150-					ELEC SERV/LANDSCAPE AREAS	
182.84			E LIGHT-ART -MAINTENANC-ELECTRIC -						
			201 -03-0350-0000-0000-425150-					ELEC SERV/STREET LIGHTS	
4,388.16			E LIGHT-LCL -MAINTENANC-ELECTRIC -						
			201 -03-0350-0000-0000-425150-					ELEC SERV/STREET LIGHTS	
168.53			E ZONE L-1A -MAINTENANC-ELECTRIC -						
			201 -03-0350-0000-0000-425150-					ELEC SERV/STREET LIGHTS	
505.59			E ZONE L-1B -MAINTENANC-ELECTRIC -						
			201 -03-0350-0000-0000-425150-					ELEC SERV/STREET LIGHTS	
20.83			E ZONE L-5A -MAINTENANC-ELECTRIC -						
			201 -03-0350-0000-0000-425150-					ELEC SERV/STREET LIGHTS	
320.63			E ZONE L-5B -MAINTENANC-ELECTRIC -						
			201 -03-0350-0000-0000-425150-					ELEC SERV/STREET LIGHTS	
23.96			E ZONE L-2B -MAINTENANC-ELECTRIC -						
			201 -03-0350-0000-0000-425150-					ELEC SERV/STREET LIGHTS	
15.93			E ZONE L-2N -MAINTENANC-ELECTRIC -						
			201 -03-0350-0000-0000-425150-					ELEC SERV/STREET LIGHTS	
43.41			E ZONE L-2Q -MAINTENANC-ELECTRIC -						
			201 -03-0350-0000-0000-425150-					ELEC SERV/STREET LIGHTS	
26.09			E ZONE L-2E -MAINTENANC-ELECTRIC -						
			201 -03-0350-0000-0000-425150-					ELEC SERV/STREET LIGHTS	
								CHECK 120946 TOTAL:	12,442.51
120947	10/03/2024	PRTD	11123 ST FRANCIS ELECTRIC	55464	23044492	08/31/2024	24250335	100324	10,699.78
			10,699.78						
			E SIGNAL TS2-CONTRACTS -MISC MAINT-						
			201 -03-0350-0000-0000-432950-					MISC MAINTENANCE SERVICE	



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CASH ACCOUNT: 9990000 999001		AP BANK ACCOUNT				INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE				
120954	10/03/2024	PRTD	12232 TRIPEPI SMITH & ASSO	55649	12849	07/31/2024	23240353	100324	1,590.76
			1,590.76 210 -00-1000-0000-0000-431820-						
							CHECK	120954 TOTAL:	1,590.76
120955	10/03/2024	PRTD	11214 UNDERGROUND SERVICE	55675	24-251196	10/01/2024	24250255	100324	82.12
			82.12 101 -03-0330-0000-0000-432800-						
				55676	920240839	10/01/2024	24250255	100324	246.80
			246.80 101 -03-0330-0000-0000-432800-						
							CHECK	120955 TOTAL:	328.92
120956	10/03/2024	PRTD	11215 UNIFIRST CORPORATION	55608	2190213243	08/08/2024	24250148	100324	103.11
			103.11 101 -03-0330-0000-0000-424550-						
				55609	2190210389	08/01/2024	24250148	100324	121.76
			121.76 101 -03-0330-0000-0000-424550-						
				55656	2190236408	09/26/2024	24250150	100324	30.49
			30.49 101 -04-0470-0000-0000-424550-						
				55657	2190236409	09/26/2024	24250150	100324	109.88
			85.16 101 -04-0460-0000-0000-424550-						
			24.72 101 -04-0470-0000-0000-424550-						
				55658	2190236411	09/26/2024	24250150	100324	30.95
			30.95 101 -04-0470-0000-0000-424550-						
				55671	2190236410	09/26/2024	24250148	100324	104.87
			104.87 101 -03-0330-0000-0000-424550-						
							CHECK	120956 TOTAL:	501.06
120957	10/03/2024	PRTD	11218 UNITED RENTALS	55700	239350248-001	09/26/2024	24250556	100324	365.27
			365.27 101 -04-0460-0000-0000-432650-						
							CHECK	120957 TOTAL:	365.27
120958	10/03/2024	PRTD	12370 UNITED SERVICE WORKS	55631	201272	08/29/2024	24250545	100324	2,575.00
			2,575.00 208 -00-0173-0000-0000-428200-						
							CHECK	120958 TOTAL:	2,575.00

**A/P CASH DISBURSEMENTS JOURNAL**

CASH ACCOUNT: 9990000 999001 AP BANK ACCOUNT  
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

PO

CHECK RUN

NET

120959	10/03/2024	PRTD	11233 VCA CODE GROUP	55587	851060	08/31/2024	24250389	100324		5,518.60
			5,518.60 101 -02-0210-0000-0000-431400-						CONSTRUCTION INSPECTION	
									CHECK	120959 TOTAL: 5,518.60
120960	10/03/2024	PRTD	12175 VICTORY LOCK CONTROL	55703	i3356	10/02/2024	24250563	100324		25.00
			25.00 101 -04-0460-0000-0000-433950-						MISC OTHER CONTRACT SERVICE	
									CHECK	120960 TOTAL: 25.00
120961	10/03/2024	PRTD	11253 WAXIE ENTERPRISES IN	55499	82739769	09/18/2024	24250517	100324		269.55
			269.55 101 -04-0475-0000-0000-421010-						CUSTODIAL SUPPLIES	
									CHECK	120961 TOTAL: 269.55
120962	10/03/2024	PRTD	12006 WENDY L BAILEY	55616	092724	09/27/2024	24250069	100324		300.00
			300.00 101 -04-0410-0000-0000-433100-						RECREATION/CLASSES	
									CHECK	120962 TOTAL: 300.00
120963	10/03/2024	PRTD	11261 TERRI LYNN WESTERGRE	55599	092624	09/26/2024	24250138	100324		844.80
			844.80 101 -04-0410-0000-0000-433100-						RECREATION/CLASSES	
									CHECK	120963 TOTAL: 844.80
120964	10/03/2024	PRTD	12356 WESTLAKE HARDWARE IN	55605	18400016	09/25/2024	24250328	100324		78.10
			78.10 101 -04-0460-0000-0000-421690-						MATERIALS/MISCELLANEOUS	
									CHECK	120964 TOTAL: 78.10
120965	10/03/2024	PRTD	11281 WOLFE ENGINEERING &	55679	4515	07/08/2024		100324		135.00
			135.00 701 -00-0000-0000-0000-227500-						BUILD/PLAN SPEC PROJ DEPOSIT	
				55681	4520	07/08/2024		100324		135.00
			135.00 701 -00-0000-0000-0000-227500-						BUILD/PLAN SPEC PROJ DEPOSIT	
				55682	4547	09/19/2024		100324		67.50
			67.50 701 -00-0000-0000-0000-227500-						BUILD/PLAN SPEC PROJ DEPOSIT	
									CHECK	120965 TOTAL: 337.50
120966	10/03/2024	PRTD	11633 Wushin Martial Arts	55683	100124	10/01/2024	24250205	100324		871.50
			871.50 101 -04-0410-0000-0000-433100-						RECREATION/CLASSES	

**A/P CASH DISBURSEMENTS JOURNAL**

CASH ACCOUNT: 9990000 999001		AP BANK ACCOUNT				INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE				
								CHECK 120966 TOTAL:	871.50
120967	10/03/2024	PRTD	11297 YORBA LINDA CHAMBER	55650	1091	10/01/2024	24250458	100324	2,083.33
			2,083.33 101 -01-0180-0000-0000-430200-					YL CHAMBER COMMERCE SERVICE	
								CHECK 120967 TOTAL:	2,083.33
120968	10/03/2024	PRTD	11304 YORBA LINDA NURSERY	55691	955403	10/01/2024	24250557	100324	711.15
			711.15 101 -03-0330-0000-0000-432300-					TREE TRIMMING	
								CHECK 120968 TOTAL:	711.15
120969	10/03/2024	PRTD	11305 YORBA LINDA SENIOR C	55578	092424	09/24/2024	24250098	100324	948.00
			948.00 101 -04-0410-0000-0000-433100-					RECREATION/CLASSES	
								CHECK 120969 TOTAL:	948.00
120970	10/03/2024	PRTD	11307 YORBA LINDA WATER DI	55597	6287-563102	09/16/2024		100324	183,925.08
			12,056.26 101 -03-0330-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
			3,291.12 101 -03-0331-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
			940.32 101 -04-0450-0000-0000-425250-					WATER SERVICE	
			20,891.00 101 -04-0460-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
			911.52 101 -04-0470-0000-0000-425250-					WATER SERVICE	
			470.16 101 -05-0500-0000-0000-425250-					WATER SERVICE	
			2,480.72						
			E ZONE A-1 -MAINTENANC-WATER						
			201 -03-0350-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
			5,871.71						
			E ZONE A-2 -MAINTENANC-WATER						
			201 -03-0350-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
			2,421.32						
			E ZONE A-3 -MAINTENANC-WATER						
			201 -03-0350-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
			2,984.98						
			E ZONE A-4 -MAINTENANC-WATER						
			201 -03-0350-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
			4,073.40						
			E ZONE A-5 -MAINTENANC-WATER						
			201 -03-0350-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
			3,532.39						
			E ZONE A-6 -MAINTENANC-WATER						
			201 -03-0350-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
			10,097.82						
			E ZONE A-7 -MAINTENANC-WATER						
			201 -03-0350-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
			2,530.73						
			E ZONE A-8 -MAINTENANC-WATER						
			201 -03-0350-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	



# City of Yorba Linda, CA

## A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT:	9990000	999001	AP BANK ACCOUNT	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME						
			E ZONE L-2M -MAINTENANC-WATER	-					
			201 -03-0350-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
1,152.43			E ZONE L-2N -MAINTENANC-WATER	-					
			201 -03-0350-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
940.32			E ZONE L-2O -MAINTENANC-WATER	-					
			201 -03-0350-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
2,068.70			E ZONE L-2P -MAINTENANC-WATER	-					
			201 -03-0350-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
1,081.37			E ZONE L-2Q -MAINTENANC-WATER	-					
			201 -03-0350-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
1,234.80			E ZONE L-2R -MAINTENANC-WATER	-					
			201 -03-0350-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
282.10			E ZONE L-2S -MAINTENANC-WATER	-					
			201 -03-0350-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
975.85			E ZONE L-2T -MAINTENANC-WATER	-					
			201 -03-0350-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
441.36			E ZONE L-2U -MAINTENANC-WATER	-					
			201 -03-0350-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
3,820.32			E ZONE L-2V -MAINTENANC-WATER	-					
			201 -03-0350-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
294.12			E ZONE L-3 -MAINTENANC-WATER	-					
			201 -03-0350-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
1,352.88			E ZONE L-4A -MAINTENANC-WATER	-					
			201 -03-0350-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
470.16			E ZONE L-4B -MAINTENANC-WATER	-					
			201 -03-0350-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
10,749.35			E ZONE L-5A -MAINTENANC-WATER	-					
			201 -03-0350-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
5,101.78			E ZONE L-5B -MAINTENANC-WATER	-					
			201 -03-0350-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
1,716.08			E ZONE L-5C -MAINTENANC-WATER	-					
			201 -03-0350-0000-0000-425300-					WATER SERV/LANDSCAPE AREAS	
CHECK 120970 TOTAL:									183,925.08

**A/P CASH DISBURSEMENTS JOURNAL**

CASH ACCOUNT:	9990000	999001	AP BANK ACCOUNT	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME						
120971	10/03/2024	PRTD	11307 YORBA LINDA WATER DI	55673	8/20-9/16	09/23/2024		100324	64,183.95
			2,221.91	101	-03-0330-0000-0000-425300-			WATER SERV/LANDSCAPE AREAS	
			11,810.18	101	-04-0460-0000-0000-425300-			WATER SERV/LANDSCAPE AREAS	
			2,441.99						
					E ZONE A-1 -MAINTENANC-WATER				
			405.04	201	-03-0350-0000-0000-425300-			WATER SERV/LANDSCAPE AREAS	
					E ZONE A-3 -MAINTENANC-WATER				
			1,591.51	201	-03-0350-0000-0000-425300-			WATER SERV/LANDSCAPE AREAS	
					E ZONE A-4 -MAINTENANC-WATER				
			41.91	201	-03-0350-0000-0000-425300-			WATER SERV/LANDSCAPE AREAS	
					E ZONE A-5 -MAINTENANC-WATER				
			955.07	201	-03-0350-0000-0000-425300-			WATER SERV/LANDSCAPE AREAS	
					E ZONE A-7 -MAINTENANC-WATER				
			1,927.46	201	-03-0350-0000-0000-425300-			WATER SERV/LANDSCAPE AREAS	
					E ZONE A-8 -MAINTENANC-WATER				
			17,274.10	201	-03-0350-0000-0000-425300-			WATER SERV/LANDSCAPE AREAS	
					E ZONE L-1A -MAINTENANC-WATER				
			13,656.34	201	-03-0350-0000-0000-425300-			WATER SERV/LANDSCAPE AREAS	
					E ZONE L-1B -MAINTENANC-WATER				
			4,472.28	201	-03-0350-0000-0000-425300-			WATER SERV/LANDSCAPE AREAS	
					E ZONE L-1C -MAINTENANC-WATER				
			1,788.50	201	-03-0350-0000-0000-425300-			WATER SERV/LANDSCAPE AREAS	
					E ZONE L-1D -MAINTENANC-WATER				
			13.97	201	-03-0350-0000-0000-425300-			WATER SERV/LANDSCAPE AREAS	
					E ZONE L-2G -MAINTENANC-WATER				
			1,078.18	201	-03-0350-0000-0000-425300-			WATER SERV/LANDSCAPE AREAS	
					E ZONE L-2N -MAINTENANC-WATER				
			4,505.51	201	-03-0350-0000-0000-425300-			WATER SERV/LANDSCAPE AREAS	
					E ZONE L-2V -MAINTENANC-WATER				
				201	-03-0350-0000-0000-425300-			WATER SERV/LANDSCAPE AREAS	
								CHECK 120971 TOTAL:	64,183.95

A/P CASH DISBURSEMENTS JOURNAL

NUMBER OF CHECKS 89 \*\*\* CASH ACCOUNT TOTAL \*\*\* 801,812.78

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	89	801,812.78

\*\*\* GRAND TOTAL \*\*\* 801,812.78

City of Yorba Linda, CA

**A/P CASH DISBURSEMENTS JOURNAL**

JOURNAL ENTRIES TO BE CREATED

CLERK: eshipman

YEAR PER	JNL	SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE							LINE DESC			
2025 4 24		APP 1010000-201150	10/03/2024 100324	ES			ACCOUNTS PAYABLE		252,464.23	
							AP CASH DISBURSEMENTS JOURNAL			801,812.78
		APP 9990000-999001	10/03/2024 100324	ES			AP BANK ACCOUNT			
							AP CASH DISBURSEMENTS JOURNAL		1,539.14	
		APP 2020000-201150	10/03/2024 100324	ES			ACCOUNTS PAYABLE		1,539.14	
							AP CASH DISBURSEMENTS JOURNAL			
		APP 4010000-201150	10/03/2024 100324	ES			ACCOUNTS PAYABLE		259,561.74	
							AP CASH DISBURSEMENTS JOURNAL			
		APP 2080000-201150	10/03/2024 100324	ES			ACCOUNTS PAYABLE		9,845.75	
							AP CASH DISBURSEMENTS JOURNAL			
		APP 2010000-201150	10/03/2024 100324	ES			ACCOUNTS PAYABLE		238,535.19	
							AP CASH DISBURSEMENTS JOURNAL			
		APP 2090000-201150	10/03/2024 100324	ES			ACCOUNTS PAYABLE		31,213.44	
							AP CASH DISBURSEMENTS JOURNAL			
		APP 7010000-201150	10/03/2024 100324	ES			ACCOUNTS PAYABLE		7,062.53	
							AP CASH DISBURSEMENTS JOURNAL			
		APP 2100000-201150	10/03/2024 100324	ES			ACCOUNTS PAYABLE		1,590.76	
							AP CASH DISBURSEMENTS JOURNAL			
							GENERAL LEDGER TOTAL		801,812.78	801,812.78
		APP 9990000-299101	10/03/2024 100324	ES			POOLED CASH FUND 101		252,464.23	
							FUND CASH			252,464.23
		APP 1010000-101100	10/03/2024 100324	ES			POOLED CASH FUND 202		1,539.14	
							FUND CASH			1,539.14
		APP 9990000-299202	10/03/2024 100324	ES			POOLED CASH FUND 401		259,561.74	
							FUND CASH			259,561.74
		APP 2020000-101100	10/03/2024 100324	ES			POOLED CASH FUND 208		9,845.75	
							FUND CASH			9,845.75
		APP 9990000-299401	10/03/2024 100324	ES			POOLED CASH FUND 201		238,535.19	
							FUND CASH			238,535.19
		APP 4010000-101100	10/03/2024 100324	ES			POOLED CASH FUND 209		31,213.44	
							FUND CASH			31,213.44
		APP 9990000-299208	10/03/2024 100324	ES			POOLED CASH FUND 701		7,062.53	
							FUND CASH			7,062.53
		APP 2080000-101100	10/03/2024 100324	ES						
		APP 9990000-299201	10/03/2024 100324	ES						
		APP 2010000-101100	10/03/2024 100324	ES						
		APP 9990000-299209	10/03/2024 100324	ES						
		APP 2090000-101100	10/03/2024 100324	ES						
		APP 9990000-299701	10/03/2024 100324	ES						

**A/P CASH DISBURSEMENTS JOURNAL**  
**JOURNAL ENTRIES TO BE CREATED**

YEAR PER	JNL	ACCOUNT	DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC	EFF DATE	JNL	DESC	REF 1	REF 2	REF 3	LINE DESC			
APP 7010000-101100	10/03/2024	100324	ES				FUND CASH			7,062.53
APP 9990000-299210	10/03/2024	100324	ES				POOLED CASH FUND 210		1,590.76	
APP 2100000-101100	10/03/2024	100324	ES				FUND CASH			1,590.76
							SYSTEM GENERATED ENTRIES TOTAL		801,812.78	801,812.78
							JOURNAL 2025/04/24 TOTAL		1,603,625.56	1,603,625.56

**A/P CASH DISBURSEMENTS JOURNAL**  
**JOURNAL ENTRIES TO BE CREATED**

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
101	GENERAL FUND 1010000-101100 1010000-201150	2025	4	24	10/03/2024	FUND CASH ACCOUNTS PAYABLE		252,464.23
							252,464.23	
						FUND TOTAL	252,464.23	252,464.23
201	LANDSCAPE MAINT ASSESSMENT DIS 2010000-101100 2010000-201150	2025	4	24	10/03/2024	FUND CASH ACCOUNTS PAYABLE		238,535.19
							238,535.19	
						FUND TOTAL	238,535.19	238,535.19
202	YL PUBLIC LIBRARY FUND 2020000-101100 2020000-201150	2025	4	24	10/03/2024	FUND CASH ACCOUNTS PAYABLE		1,539.14
							1,539.14	
						FUND TOTAL	1,539.14	1,539.14
208	CDBG FUND 2080000-101100 2080000-201150	2025	4	24	10/03/2024	FUND CASH ACCOUNTS PAYABLE		9,845.75
							9,845.75	
						FUND TOTAL	9,845.75	9,845.75
209	AIR QUALITY MANAGEMENT DIST FU 2090000-101100 2090000-201150	2025	4	24	10/03/2024	FUND CASH ACCOUNTS PAYABLE		31,213.44
							31,213.44	
						FUND TOTAL	31,213.44	31,213.44
210	PEG ACCESS FUND 2100000-101100 2100000-201150	2025	4	24	10/03/2024	FUND CASH ACCOUNTS PAYABLE		1,590.76
							1,590.76	
						FUND TOTAL	1,590.76	1,590.76
401	CAPITAL IMPROVEMENTS FUND 4010000-101100 4010000-201150	2025	4	24	10/03/2024	FUND CASH ACCOUNTS PAYABLE		259,561.74
							259,561.74	
						FUND TOTAL	259,561.74	259,561.74
701	SPECIAL DEPOSITS FUND 7010000-101100 7010000-201150	2025	4	24	10/03/2024	FUND CASH ACCOUNTS PAYABLE		7,062.53
							7,062.53	
						FUND TOTAL	7,062.53	7,062.53
999	TREASURY FUND	2025	4	24	10/03/2024			

**A/P CASH DISBURSEMENTS JOURNAL**  
**JOURNAL ENTRIES TO BE CREATED**

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
9990000-299101				POOLED CASH FUND 101	252,464.23	
9990000-299201				POOLED CASH FUND 201	238,535.19	
9990000-299202				POOLED CASH FUND 202	1,539.14	
9990000-299208				POOLED CASH FUND 208	9,845.75	
9990000-299209				POOLED CASH FUND 209	31,213.44	
9990000-299210				POOLED CASH FUND 210	1,590.76	
9990000-299401				POOLED CASH FUND 401	259,561.74	
9990000-299701				POOLED CASH FUND 701	7,062.53	
9990000-999001				AP BANK ACCOUNT		801,812.78
FUND TOTAL					801,812.78	801,812.78

**A/P CASH DISBURSEMENTS JOURNAL**  
 JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
101 GENERAL FUND		252,464.23
201 LANDSCAPE MAINT ASSESSMENT DIS		238,535.19
202 YL PUBLIC LIBRARY FUND		1,539.14
208 CDBG FUND		9,845.75
209 AIR QUALITY MANAGEMENT DIST FU		31,213.44
210 PEG ACCESS FUND		1,590.76
401 CAPITAL IMPROVEMENTS FUND		259,561.74
701 SPECIAL DEPOSITS FUND		7,062.53
999 TREASURY FUND		
	801,812.78	
	<b>TOTAL</b>	<b>801,812.78</b>
	801,812.78	801,812.78

\*\* END OF REPORT - Generated by Erica Shipman \*\*

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 999001

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
120883	10/03/2024	PRINTED	010011 AAA ELEC MOTOR SALES & SV	261.44			
120884	10/03/2024	PRINTED	011769 AGA ENGINEERS INC	825.00			
120885	10/03/2024	PRINTED	012344 AIR CARE HEATING & AIR CO	5,000.00			
120886	10/03/2024	PRINTED	012110 ALAN CORCORAN	175.00			
120887	10/03/2024	PRINTED	010063 AMERICAN SANITARY SUPPLY	3,526.32			
120888	10/03/2024	PRINTED	012368 APPLEONE, INC	1,036.27			
120889	10/03/2024	PRINTED	010095 AT&T	6,962.83			
120890	10/03/2024	PRINTED	011964 BLISS CAR WASH LLC	425.00			
120891	10/03/2024	PRINTED	011761 CALIFORNIA YELLOW CA	16,561.50			
120892	10/03/2024	PRINTED	010224 CERTIFIED BACKFLOW SERVIC	6,400.00			
120893	10/03/2024	PRINTED	011786 CLEAN AIR TESTING INC	2,815.00			
120894	10/03/2024	PRINTED	010296 CPRS - MEMBERSHIP	3,195.00			
120895	10/03/2024	PRINTED	010317 CSG CONSULTANTS INC	5,423.69			
120896	10/03/2024	PRINTED	010329 DATA TICKET INC	198.17			
120897	10/03/2024	PRINTED	010355 DIAMOND ENVIRONMENTAL SER	7,086.49			
120898	10/03/2024	PRINTED	010369 DOWNTOWN FORD SALES	31,213.44			
120899	10/03/2024	PRINTED	011419 ECO FERT INC	876.00			
120900	10/03/2024	PRINTED	012311 ECOLOGY AUTO PARTS INC	2,516.40			
120901	10/03/2024	PRINTED	010433 FM THOMAS AIR CONDITIONIN	1,520.00			
120902	10/03/2024	PRINTED	011699 FUEL PROS, INC	8,190.65			
120903	10/03/2024	PRINTED	012098 GLOBAL MUSIC RIGHTS LLC	850.00			
120904	10/03/2024	PRINTED	010479 GOLDEN STATE WATER COMPAN	25,207.47			
120905	10/03/2024	PRINTED	011339 GROWING ROOTS LLC	826.44			
120906	10/03/2024	PRINTED	010506 GRYPHON FITNESS STUDIO LL	2,928.00			
120907	10/03/2024	PRINTED	010523 HARTZOG & CRABILL INC	7,344.12			
120908	10/03/2024	PRINTED	012224 HASA INC	500.00			
120909	10/03/2024	PRINTED	010575 IMPERIAL SPRINKLER INC	1,267.39			
120910	10/03/2024	PRINTED	012100 JOSEFINA LEWIS	640.00			
120911	10/03/2024	PRINTED	010654 KIMLEY-HORN AND ASSOC INC	3,595.00			
120912	10/03/2024	PRINTED	012333 KNORR SYSTEMS INTL LLC	7,051.91			
120913	10/03/2024	PRINTED	010707 LIN,AN YI	3,543.00			
120914	10/03/2024	PRINTED	011372 LLOYD PEST CONTROL	406.00			
120915	10/03/2024	PRINTED	010750 MC MASTER-CARR SUPPLY COM	160.90			
120916	10/03/2024	PRINTED	010757 MERCHANTS LANDSCAPE SVC I	28,050.00			
120917	10/03/2024	PRINTED	010760 MERRIMAC ENERGY GROUP	11,706.20			
120918	10/03/2024	PRINTED	010764 MICHAEL BAKER INTERNATION	8,543.00			
120919	10/03/2024	PRINTED	010844 NIEVES LANDSCAPE INC	15,404.40			
120920	10/03/2024	PRINTED	011362 NV5 INC	24,993.40			
120921	10/03/2024	PRINTED	011721 OC ATHLETICS	210.00			
120922	10/03/2024	PRINTED	010854 OC TREASURER-TAX COLLECTO	2,005.00			
120923	10/03/2024	PRINTED	010857 OCCUPATIONAL HEALTH CENTE	99.00			
120924	10/03/2024	PRINTED	012252 ODYSSEY POWER CORPORATION	1,815.31			
120925	10/03/2024	PRINTED	099999 Christy Pardini	500.00			
120926	10/03/2024	PRINTED	099999 David Albaugh	113.01			
120927	10/03/2024	PRINTED	099999 Juliana Choe	207.00			
120928	10/03/2024	PRINTED	099999 William Webster	740.00			
120929	10/03/2024	PRINTED	012343 PAVEWEST INC	197,270.82			
120930	10/03/2024	PRINTED	010949 PLACENTIA-YL UNIFIED SCHL	3,071.40			
120931	10/03/2024	PRINTED	010948 CITY OF PLACENTIA	447.92			
120932	10/03/2024	PRINTED	010975 PROCURE AMERICA INC	750.68			
120933	10/03/2024	PRINTED	011011 REFRIGERATION SUPPLIES	124.57			
120934	10/03/2024	PRINTED	011012 THE REGISTER	3,275.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 999001

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
120935	10/03/2024	PRINTED	011021 RICHARD FISHER ASSOCIATES	2,730.03			
120936	10/03/2024	PRINTED	011025 ROCKEY MURATA LANDSCAPE M	5,148.00			
120937	10/03/2024	PRINTED	011862 RON PAVELOFF	2,270.75			
120938	10/03/2024	PRINTED	011043 S C SIGNS & SUPPLIES LLC	457.51			
120939	10/03/2024	PRINTED	011066 LAURENE LOUISE SCHULZE	220.80			
120940	10/03/2024	PRINTED	011071 SECO ELECTRIC AND LIGHTIN	290.01			
120941	10/03/2024	PRINTED	011083 SHI	260.00			
120942	10/03/2024	PRINTED	011351 ADAN SILVA	2,052.00			
120943	10/03/2024	PRINTED	011102 SMARDAN SUPPLY COMPANY	798.95			
120944	10/03/2024	PRINTED	011113 SOUTHERN CALIFORNIA EDISO	939.57			
120945	10/03/2024	PRINTED	011113 SOUTHERN CALIFORNIA EDISO	4,832.91			
120946	10/03/2024	PRINTED	011113 SOUTHERN CALIFORNIA EDISO	12,442.51			
120947	10/03/2024	PRINTED	011123 ST FRANCIS ELECTRIC INC	14,954.43			
120948	10/03/2024	PRINTED	011126 STANDARD INSURANCE COMPAN	11,437.94			
120949	10/03/2024	PRINTED	011804 STERLING OC ENTERPRISES L	2,281.59			
120950	10/03/2024	PRINTED	011181 TIME & ALARM SYSTEMS	429.22			
120951	10/03/2024	PRINTED	011183 TJ JANCA CONSTRUCTION INC	5,852.00			
120952	10/03/2024	PRINTED	012357 TOTAL ENVIRONMENTAL MANAG	1,200.00			
120953	10/03/2024	PRINTED	012358 TRB AND ASSOCIATES, INC.	9,901.85			
120954	10/03/2024	PRINTED	012232 TRIPEPI SMITH & ASSOCIATE	1,590.76			
120955	10/03/2024	PRINTED	011214 UNDERGROUND SERVICE ALERT	328.92			
120956	10/03/2024	PRINTED	011215 UNIFIRST CORPORATION	501.06			
120957	10/03/2024	PRINTED	011218 UNITED RENTALS	365.27			
120958	10/03/2024	PRINTED	012370 UNITED SERVICE WORKS INC	2,575.00			
120959	10/03/2024	PRINTED	011233 VCA CODE GROUP	5,518.60			
120960	10/03/2024	PRINTED	012175 VICTORY LOCK CONTROL INC	25.00			
120961	10/03/2024	PRINTED	011253 WAXIE ENTERPRISES INC	269.55			
120962	10/03/2024	PRINTED	012006 WENDY L BAILEY	300.00			
120963	10/03/2024	PRINTED	011261 TERRI LYNN WESTERGREN	844.80			
120964	10/03/2024	PRINTED	012356 WESTLAKE HARDWARE INC	78.10			
120965	10/03/2024	PRINTED	011281 WOLFE ENGINEERING & DESIG	337.50			
120966	10/03/2024	PRINTED	011633 Wushin Martial Arts	871.50			
120967	10/03/2024	PRINTED	011297 YORBA LINDA CHAMBER COMME	2,083.33			
120968	10/03/2024	PRINTED	011304 YORBA LINDA NURSERY	711.15			
120969	10/03/2024	PRINTED	011305 YORBA LINDA SENIOR CLUB	948.00			
120970	10/03/2024	PRINTED	011307 YORBA LINDA WATER DISTRIC	183,925.08			
120971	10/03/2024	PRINTED	011307 YORBA LINDA WATER DISTRIC	64,183.95			
			89 CHECKS				
			CASH ACCOUNT TOTAL	801,812.78	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
89 CHECKS	FINAL TOTAL	801,812.78	.00

\*\* END OF REPORT - Generated by Erica Shipman \*\*

# **Wire Transfers**

**City Council Meeting -October 15, 2024  
Wire / EFT Transfers Report**

<b>Date</b>	<b>Transfer From</b>	<b>Transfer To</b>	<b>Amount</b>	<b>Description</b>
9/25/2024	Bank of the West	CalPERS - EFT	92,104.94	Payment to CalPERS for 9/2/24-9/15/24 PERS Contributions
10/4/2024	Bank of the West	CalPERS - EFT	92,403.92	Payment to CalPERS for 9/16/24-9/29/24 PERS Contributions
10/4/2024	Bank of the West	US BANK	74,520.82	Sully-Miller Contracting Company Progress Payments No. 19
10/4/2024	Bank of the West	US BANK	3,922.15	Sully-Miller Contracting Company Progress Payments No. 19 Retention
			<u>\$ 262,951.83</u>	



## CITY of YORBA LINDA

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### CITY COUNCIL/SUCCESSOR AGENCY TO THE YORBA LINDA REDEVELOPMENT AGENCY, YORBA LINDA HOUSING AUTHORITY AND YORBA LINDA MUNICIPAL FINANCING AUTHORITY JOINT MEETING

#### MINUTES

**October 1, 2024, 6:30 p.m.**  
**Council Chambers**  
**4845 Casa Loma Avenue**

Councilmembers Present: Campbell, Haney, Huang, Lim, Rodriguez

Staff Present: Brown, Christian, Farnsworth, Han, Kudron, Lai, Litfin, Lixey, Pulone, Wigginton

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#### **CALL TO ORDER**

The City Council/Successor Agency to the Yorba Linda Redevelopment Agency convened at 5:30 p.m. in the Council Chambers at 4845 Casa Loma Avenue.

#### **ROLL CALL**

#### **ANNOUNCEMENT OF CLOSED SESSION ITEMS**

#### **CITY COUNCIL/SUCCESSOR AGENCY TO THE YORBA LINDA REDEVELOPMENT AGENCY**

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, SIGNIFICANT EXPOSURE TO LITIGATION

Government Code Section 54956.9(d)(2) (1 Case)

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1) (1 Case)

Name of Case: Chip Julin and Yorba Canyon LLC v. Marcia Brown, CMC, City Clerk  
Case Number: No. 30-2024-01417592, Superior Court, County of Orange

**PUBLIC COMMENT ON CLOSED SESSION ITEMS**

None.

**CONVENE INTO CLOSED SESSION**

The City Council convened into Closed Session at 5:31 p.m.

**RECESS**

## **CALL TO ORDER**

The City Council/Successor Agency to the Yorba Linda Redevelopment Agency, Yorba Linda Housing Authority and Yorba Linda Municipal Financing Authority reconvened at 6:31p.m. in the Council Chambers at 4845 Casa Loma Avenue, Yorba Linda.

## **ROLL CALL**

### **PLEDGE OF ALLEGIANCE**

Councilwoman Peggy Huang

### **INVOCATION**

Reverend Lynn Stone, Yorba Linda Presbyterian Church

### **CLOSED SESSION REPORT**

City Attorney Todd Litfin spoke about the Existing Litigation item on the Closed Session agenda involving the owner of the Bryant Ranch Shopping Center. He said the lawsuit pertained to the ballot question for Measure KK and said the plaintiff argued that the language was prejudicial. However, the court rejected that argument and upheld the language in the City's ballot question and ruled in favor of the City.

### **INTRODUCTIONS & PRESENTATIONS**

#### **JUNIOR UNITED SOCCER ASSOCIATION (JUSA) 50TH ANNIVERSARY RECOGNITION**

Mayor Tara Campbell invited Junior United Soccer Association (JUSA) President, Julie Jackson, to the podium to recognize JUSA on their 50th Anniversary. She said JUSA began in 1973 with approximately 400 boys and girls and grew to nearly 4,500 players by 1981. JUSA is dedicated to promoting and advancing the physical fitness of youth in the community, developing their soccer skills and providing organized competition.

Mayor Campbell and Council also presented JUSA with certificates from the offices of Congresswoman Young Kim, Senators Kelly Seyarto and Josh Newman, Assemblyman Phillip Chen and Supervisor Don Wagner.

Ms. Jackson spoke briefly about the organization and introduced John Halbur, Director at Large and Director Select League, Erik Salazar. She thanked Council for their support and recognition.

#### **RECOGNITION OF SOFIA WROBLEWSKI TRACK AND FIELD JUNIOR OLYMPICS**

Mayor Campbell invited Sofia Wroblewski to the podium and congratulated her on being the first Track and Field National Champion in Quick Track Club history, she said Sofia dominated the race, taking the lead 6 laps out. Council congratulated her for her

tremendous achievement and also presented her with certificates from the offices of Congresswoman Kim, Senators Seyarto and Newman, Assemblyman Chen, and Supervisor Wagner.

Sofia thanked her coaches, family and friends for their support and encouragement and she thanked Council for the recognition.

#### PROCLAMATION RECOGNIZING FIRE PREVENTION WEEK

Next, Mayor Campbell presented a proclamation to Orange County Fire Authority Battalion Chief Dan Dufrene, declaring October 6 - 12, 2024 as Fire Prevention Week, and urged residents to practice safe cooking habits.

Battalion Chief Dufrene spoke about fire prevention tips and thanked Council for the recognition.

#### **PUBLIC COMMENTS – ITEMS ON THE CONSENT CALENDAR OR ITEMS NOT ON THE REMAINDER OF THE AGENDA**

Lon Verstuyft, resident, spoke on Measure KK and the Yes on KK mailers. He expressed his concerns with the measure and said he received five flyers, all of which are misleading. He said he tries to inform his neighbors, but he cannot compete with the number of mailers sent for Measure KK. He inquired if the City could do anything, such as take the proponent to court for sending misleading information or if the City could send out a mailer to clarify what Measure KK entails.

Richard de Bruijn, resident, said Sacramento has signed 32 new housing bills. He spoke about potential impacts and drawbacks of the HomeKey + model and said AB 3093 created two new categories, Acutely Low Income and Extremely Low Income and spoke further about housing.

Pat Nelson, resident, spoke about areas in the community in need of repair, including a valve in a sprinkler system near her home that had previously stopped working, as well as portions of trails in her neighborhood. She expressed concerns with traffic and safety and said many people speed down Valley View Avenue to Bastanchury Road and Imperial Highway. She was also concerned with the golf cart crossing on Valley View Avenue and suggested that the City use Bott's dots to slow down traffic.

Gene Hernandez, Yorba Linda Water District Director, congratulated the City on winning the Chip Julin and Yorba Canyon LLC v. Marcia Brown, CMC, City Clerk case. He said on October 12th from 9:00 a.m. to 12:00 p.m., the District will be hosting its Annual Open House, he invited everyone in the community to see the facilities and equipment they use to maintain safe, reliable and clean water in Yorba Linda.

## **CONSENT CALENDAR**

**Moved by** Haney

**Seconded by** Lim

It is recommended that the City Council approve the Consent Calendar.

AYES (5): Campbell, Haney, Huang, Lim, and Rodriguez

**CARRIED (5 to 0)**

### 1. WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA

It is recommended that the City Council/Successor Agency to the Yorba Linda Redevelopment Agency waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

### 2. ACCOUNTS PAYABLE CHECK REGISTER – OCTOBER 1, 2024

It is recommended that the City Council receive and file the accounts payable check register and wire transfer report dated October 1, 2024, in the amount of \$1,684,341.05.

### 3. APPROVAL OF THE MINUTES OF THE SEPTEMBER 17, 2024 CITY COUNCIL / SUCCESSOR AGENCY TO THE YORBA LINDA REDEVELOPMENT AGENCY MEETING

It is recommended that the City Council/Successor Agency to the Yorba Linda Redevelopment Agency approve the minutes of the September 17, 2024 City Council/Successor Agency to the Yorba Linda Redevelopment Agency joint meeting.

### 4. APPROVAL OF AMENDMENT NO. 4 WITH STERLING OC ENTERPRISES, LLC FOR ARTS CENTER AV TECHNICIAN SERVICES

It is recommended that the City Council approve Amendment No. 4 with Sterling OC Enterprises, LLC for AV Technician Services at the Arts Center.

### 5. APPROVE AMENDMENT NO. 3 WITH ADVANTAGE MAILING LLC FOR PRINTING SERVICES OF THE QUARTERLY PARKS AND RECREATION ACTIVITY GUIDE

It is recommended that the City Council approve Amendment No. 3 with Advantage Mailing LLC for printing services with the Parks and Recreation Department.

6. UPDATE TO STORM DRAIN BOND REDUCTION, TRACT 16987 – VILLAGGIO (TOLL BROTHERS)

It is recommended that the City Council authorize the City Clerk to update Security Bond Reduction and Original Bond amounts for Storm Drain Improvements on Tract 16987, that were previously approved by Council on September 17, 2024.

7. REPORTS OF PLANNING COMMISSION ACTIONS FROM THEIR LAST MEETING

It is recommended that the City Council receive and file this report.

8. COUNCIL COMMITTEE AND AGENCY REPORTS

It is recommended that the City Council receive and file this report.

**CITY MANAGER'S REPORT/MAYOR'S REPORT/MATTERS PRESENTED BY COUNCILMEMBERS/ OTHER AGENCY REPORTS**

City Attorney Litfin responded to the comments made by residents regarding Measure KK. He said the City can provide information, but it cannot participate in advocacy. The City is allowed to host community meetings to share information and answer questions for the community. City Attorney Litfin said the City has a Q&A section on the City's website that has questions frequently asked by the community. In the political setting, parties and individuals can mislead and there is nothing the City can do against that, it is protected by the First Amendment. As to the Superior Court judgment, he said there were two aspects that the Bryant Ranch Developer sued for. One was specifically against the City and pertained to the ballot question language. He said within the ballot title, the language referenced high-density residential housing and the proponent did not like the language, however, the language the City submitted was upheld by the court. The proponent also wanted the language to include a provision that they would pay fees for parks and schools which the City did not include, and the court found that it did not need to be included. Secondly, he said residents are allowed to submit arguments against a measure. The ballot argument, which was not written by the City, was also challenged and the court did remove a line from that argument.

Community Development Director Nate Farnsworth spoke about truck traffic and the traffic study conducted for the City's housing plan.

Mayor Campbell said residents can read facts about Measure JJ by visiting [www.YLmeasureJJ.com](http://www.YLmeasureJJ.com).

City Manager Mark Pulone responded to Ms. Nelson's comments and encouraged residents to report anything that they see in need of repair throughout the City.

Councilman Carlos Rodriguez provided an update on the Southcoast Air Quality Management District (AQMD). On September 6th, he said the Southcoast AQMD

allocated \$500,000 to expand the existing electric lawn mower rebate program to include zero-emission equipment including battery electric leaf blowers, edgers, and trimmers. He spoke about the rebate process and rebate amounts, and said more information can be obtained by emailing [lawnmower@aqmd.gov](mailto:lawnmower@aqmd.gov).

Councilwoman Huang reminded everyone of the dangers of mosquitos and the risk of West Nile Virus and dengue fever. She urged everyone to remove standing water around their homes, wear long sleeves and utilize mosquito repellent. She concluded her comments by sharing a video of what the Orange County Mosquito and Vector Control District does to combat against mosquitos.

Mayor Pro Tem Beth Haney attended a fundraiser for Ataxia on September 23rd. She encouraged everyone who would like to donate and or learn more to visit [ataxia.org](http://ataxia.org) or [orangecountyataxia.org](http://orangecountyataxia.org).

Councilwoman Janice Lim visited Washington DC with the ACCOC Delegation and said she learned about possible funding for the City and said they started discussing the 2028 Olympics. Councilwoman Lim said at the prior meeting, Council approved Resolution 2024-5917 in support of Proposition 36 and thanked Council for the support. She encouraged residents who would like to join the coalition to visit [www.VoteYesProp36.com](http://www.VoteYesProp36.com). She attended the First Responder Appreciation Breakfast with Mayor Campbell and Councilman Rodriguez on September 25th as well as the Wildfire Preparedness Community Meeting on September 26th.

Mayor Campbell went on a ride-along last week with Yorba Linda Police Services and said it was great to see the deputies in action and said she learned a lot about what they see daily out in the field. She announced the upcoming Community Safety and Crime Prevention Meeting held by the Yorba Linda Police Services on Tuesday, October 8, from 6 p.m. to 7:30 p.m. at the Yorba Linda Community Center to learn about crime trends and holiday safety tips. She said Black Gold Golf Course was voted Best Golf Course in Orange County for the second year in a row by the OC Register. Black Gold is a City-owned facility with exceptional fairways and stunning views and is the perfect spot for any golfer. It's also an ideal venue for weddings or special events, and said it's a great place to enjoy a delicious meal at Derrick's Grille.

**ADJOURNMENT**

Mayor Campbell adjourned the meeting at 7:25 p.m. to the next regularly scheduled City Council/Successor Agency to the Yorba Linda Redevelopment Agency joint meeting on October 15, 2024.

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City Clerk



# STAFF REPORT

## CITY of YORBA LINDA

### PUBLIC WORKS DEPARTMENT

**DATE:** OCTOBER 15, 2024

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** JAMIE LAI, P.E., DIRECTOR OF PUBLIC WORKS/ CITY ENGINEER  
**PREPARED BY:** AUSTIN POSTOVOIT, SENIOR MANAGEMENT ANALYST

**SUBJECT:** APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR CONTINUED ASSESSMENT ENGINEER AND ASSOCIATED SERVICES

### RECOMMENDATION

It is recommended that the City Council:

1. Approve an amendment to the professional services agreement with Willdan Financial Services (Willdan) to allow for an additional term extension in an amount not to exceed \$79,478.00, for the annual Engineer's Report preparation and associated services for the upcoming Engineer's Report (FY2025-2026); and
2. Authorize annual expenditures for contract contingencies and potential additional services or unanticipated work that may arise, in an amount not-to-exceed fifteen 15% of the amendment amount (\$11,921.70) annually; and
3. Authorize the City Manager, on behalf of Council and at the City's sole discretion, to execute an additional term extension, as provided for within the proposed amendment, for the final allowable extension that would begin at the conclusion of this Amendment No. 2 term; and
4. Upon receipt of appropriate documents, authorize the City Manager to execute the amendment.

### BACKGROUND

The Landscape Maintenance Assessment District (LMAD) was formed pursuant to the Landscaping and Lighting Act of 1972 ('72 Act). The LMAD contributes toward the cost of installation, maintenance, and servicing of public street lighting and landscape maintenance in the City. Annually, the City is required to prepare an Engineer's Report identifying the proposed assessments for the fiscal year and setting forth the proposed changes and/or new improvements, as well as describing the servicing, maintenance, and operation of the public lighting and landscaping maintenance facilities within the City.

Each fiscal year, the City utilizes a professional services consultant to prepare the annual Engineer's Report for the LMAD which encompasses all applicable landscaping, lighting and traffic signal zones. The current agreement with Willdan Financial Services (Willdan) for provision of Engineer's Report and associated services was awarded in October of 2021 at the conclusion of a competitive solicitation process.

## **DISCUSSION**

The City's current agreement with Willdan was approved for a three-year initial term with two optional one-year extension periods available. The initial term is set to expire on October 31, 2024. City staff engaged Willdan in advance of the agreement expiration to request a proposal to allow for continued provision of services for the first extension period.

In addition to providing for the preparation of the annual Engineer's Report, the professional services agreement with Willdan also includes a scope component for miscellaneous engineering and associated services. The majority of the additional services relate to the provision of specific standalone Proposition 218 studies, reports and balloting services for underfunded zones. The additional Proposition 218 services will allow for staff to utilize Willdan to perform critical cost analysis and program management for underfunded zones in the district. The final portion of the amendment scope of services includes a not-to-exceed component that would allow for Willdan's team to provide as-needed investigative and analysis services related to targeted fiscal studies. The as-needed studies component of the proposal will allow for greater levels of fiscal projections and capital improvement planning for targeted zones as deemed necessary by staff.

It should be noted that while the existing agreement includes extension provisions that would extend the agreement for a calendar year period, staff pursued a truncated term that would allow for the contract scope to align with the City's fiscal year. As such, city staff negotiated the proposals with Willdan, which resulted in a revised cost proposal for the annual Engineer's Report services, which makes up the majority of the proposed Amendment, which represents an increase less than the aggregate Consumer Price Index (CPI) inflationary cost adjustment over the existing agreement. Further, Willdan has confirmed that they will honor the pricing structures and keep them fixed as included in the proposed Amendment for an additional future extension term if such an extension is desired by the City. Therefore, it is recommended that the City Council approve the proposed Amendment No. 2 and authorize the City Manager to execute a subsequent agreement extension provided that the proposed rates are consistent with this amendment.

## **FISCAL IMPACT**

The LMAD operating budget includes sufficient funding across all zones to accommodate the recommended amendment approval. Additionally, specific zone's requiring utilization of the Proposition 218 or as-needed study services will be confirmed prior to utilization for individual services. Funding for this amendment is budgeted within the LMAD operating account number 2010350-431480.

**ALTERNATIVES**

Do not approve the amendment to extend the agreement with Willdan and direct staff to conduct a procurement process for Assessment Engineer Services. Conducting such a process will greatly delay the development of the annual Engineer’s Report, potentially resulting in the late submission of the annual Engineer’s report to the County Assessor.

**ATTACHMENTS**

Attachment 1 – Willdan Financial Services (Amendment No.2)

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# Amendment No. 2

Project Name/No.: Assessment Engineering Services  
for Annual Levy and Associated  
Services within the LMAD

Contract No.: 21220097 (A2)

Dept./Contract Rep: LMAD/J. Gutierrez

Approved: 10/15/2024

**CITY of YORBA LINDA  
AMENDMENT NO. 2 TO  
ASSESSMENT ENGINEERING SERVICES FOR THE ANNUAL LEVY OF STREET  
LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT SERVICES**

This is Amendment No. 2 ("Amendment No.2") to that certain **Assessment Engineering for the Annual Levy of Street Lighting and Landscape Maintenance Services** ("Agreement") made on October 19, 2021 between the City of Yorba Linda ("City") and **Willdan Financial Services, In** ("Consultant"), which this Amendment No. 2 is made and entered into on **October 15, 2024** to add additional and continued Assessment Engineering and associated services:

1. Capitalized terms used but not defined in this Amendment No. 1 shall have the meanings ascribed to them in the Agreement.
2. 2.1, "Contract Sum" is amended to increase the compensation by a not-to-exceed amount of **Seventy-Nine Thousand Four Hundred Seventy-Eight Dollars (\$79,478.00)** for provision of an additional fiscal year of services during the extended term for the Fiscal Year 2025-2026 Engineer's Report, and shall read as follows:

Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with Exhibit "B" (the "Schedule of Compensation") and Exhibit "B-1" in a total amount not to exceed **Two Hundred Seventy-Six Thousand Three Hundred Ninety-Eight Dollars (\$276,398.00)** (the "Contract Sum"), except as provided in Section 1.2. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the services, payment for time and materials based upon Consultant's rate schedule, but not exceeding the Contract Sum, or such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement at Consultant's actual cost, without additional overhead or services charge, for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation.

3. 3.4, "Term" is amended to extend the term from October 31, 2024 through June 30, 2025, and shall read as follows:

The term of this agreement shall commence on October 19, 2021 and terminate and terminate on June 30, 2025 (extended term). This agreement may be extended upon mutual agreement by both parties (additional extended term). Unless earlier terminated in accordance with Sections 7.11 or 7.12 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, except as otherwise provided in the Schedule of Performance.

Extension 1 – November 1, 2024 – June 30, 2025 (Amendment No. 2)

Extension 2 – July 1, 2025 – June 30, 2026 (Future Amendment)

4. Exhibit A, "Scope of Services" and Exhibit B, "Fee Schedule of Compensation" are supplemented to include the supplemental additional scope of services and fee schedule, attached as "Exhibit B-1" hereto. The supplement to the "Scope of Services" is not intended to replace the original Exhibit A or Exhibit B of the Agreement, but instead to augment and increase the scope of work listed in the original Exhibit A and compensation schedule listed in the original Exhibit B to the Agreement.
5. All other terms and conditions of the Agreement remain in full force and effect.
6. This Amendment No. 1 may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

**CITY OF YORBA LINDA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
MARK A. PULONE  
CITY MANAGER

ATTEST:

\_\_\_\_\_  
Marcia Brown  
City Clerk

**WILLDAN FINANCIAL SERVICES:**

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Sunny Han, Finance Director

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:  
RUTAN & TUCKER LLP

\_\_\_\_\_  
Todd Litfin  
City Attorney

Two signatures are required if a corporation.

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS IDENTITY.

**EXHIBIT B-1**

**ADDITIONAL SCOPE OF SERVICES AND FEE SCHEDULE**

Scope of Services and Fee Schedule pertaining to Amendment No.2 are provided on the following fourteen pages.

[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

August 27, 2024

Ms. Jamie Lai, PE  
Director of Public Works/City Engineer  
City of Yorba Linda  
4845 Casa Loma Avenue  
Yorba Linda, California 92885

**Re: *Proposal to Provide Annual Administration Services to the City of Yorba Linda for the Street Lighting and Landscaping Maintenance District***

Dear Ms. Lai:

As requested, the following outlines Willdan Financial Services' ("Willdan") scope of services and fee to provide Annual Administration Services for the City of Yorba Linda's Street Lighting and Landscaping Maintenance District for fiscal years 2025/2026 and 2026/2027, in order to exercise the two optional one-year extensions (November 1, 2024 through October 1, 2025 and November 1, 2025 through October 1, 2026) outlined within the Professional Services Agreement dated October 19, 2021.

We appreciate this opportunity to continue to serve the City of Yorba Linda and look forward to hearing from you. If you have any questions or concerns regarding our proposal, please feel free to contact Principal Consultant Jim McGuire directly at (909) 229-0826 or via email at [jmcguire@willdan.com](mailto:jmcguire@willdan.com).

Sincerely,

Willdan Financial Services



Gladys Medina  
Vice President, Group Director

## Scope of Services

Willdan Financial Services' ("Willdan") work plan and tasks associated with the ongoing administration of the City of Yorba Linda's Street Lighting and Landscaping Maintenance District ("District") are outlined below. Willdan proposes to continue to perform the following annual administration services for fiscal years 2025/2026 and 2026/2027.

Willdan will rely on the validity and accuracy of the City of Yorba Linda's ("City") data and documentation to complete the services described herein. We will rely on the data as being accurate without performing an independent verification of accuracy, and we will not be responsible for any errors that result from inaccurate data provided by the City or a third party.

### **Task 1: Kick-off Meeting and Timeline**

**Objectives:** Ensure that the annual levy process is successful by developing a timeline; and identifying early-on in the process any potential issues, staff concerns, changes to the District/Zones, or related issues.

**Description:** Schedule one (1) in-person or conference call annual kick-off meeting within the month of January of each year. Review any potential modifications to the District/Zones with department staff, including annexations or new improvements, upcoming budget issues and legislative changes that may impact the annual levy process. Review proposed timeline and key dates.

**Meetings:** One (1) in-person (or conference call) annual kick-off meeting.

### **Task 2: Update Parcel Database**

**Objectives:** Based on the latest County Assessor information, ensure that the parcel database remains as current as possible.

**Description:** Update parcel information within the District/Zones to ensure that parcels within the database are coded and assessed properly based upon their respective County Land Use and Assessment Methodology. Parcel research will be conducted through the use of the most current secured roll information, County Assessor maps, various third-party resources, and specific information provided by the City (e.g., up-to-date map approval status, building permits or certificate of occupancy data).

**Deliverables:** Provide the City with an electronic file of the annual assessment data (assessment roll), upon completion of Task 5.

### **Task 3: Update GIS Mapping of Landscape Improvements**

**Objectives:** Update, maintain, host and export, as necessary, City GIS data related to the District.

**Description:** Willdan will ensure that the GIS layers are current and, if necessary, provide additional data attribute columns and domains to enhance mapping features. Access to GIS data layers shall be provided throughout the term of the contract and meet industry standards for security and availability. Willdan will coordinate directly with City staff to ensure that updates to the GIS layer(s) are completed within two (2) weeks from the date of approval or date of notification to Willdan, or a mutually agreed upon schedule or deliverable date, regarding substantive changes made within the District.

Willdan will maintain a list of changes throughout the year, and the entirety of the contract, which will be provided to the City upon request. Willdan will use this list during other tasks to ensure the annual Engineer's Report data and corresponding budget incorporates changes or updates requested by the City or identified by Willdan and approved by the City as part of any reconciliation or special analyses.

**Deliverables:** Access to GIS data layers shall be provided throughout the term of the contract. List of requested GIS changes related to areas maintained by the District.

Upon request by the City, Willdan will provide GIS exhibits, including exporting data and/or diagrams, on a time and materials basis.

#### **Task 4: Review and Prepare Budgets**

**Objectives:** Review the budget information provided by the City and prepare comprehensive annual Engineer's Report budgets.

**Description:** Since the District/Zone budgets are an integral part of the Engineer's Report, we will assist staff with the incorporation of actual maintenance costs to achieve maximum cost-to-benefit equity. Data gathered in previous tasks will be reviewed in order to update the Engineer's Report with current property data, budget amounts and an assessment of the estimated cost to each parcel.

Annually, Willdan will provide City staff with a recommended budget by Zone and line item by way of the City's existing Microsoft Excel budget model and/or alternative format approved by the City. Willdan will update and maintain the master controller database and other related Microsoft Excel spreadsheets and make updates as requested by the City.

**Meetings:** If necessary, meet with City staff to review budget information and the annual Engineer's Report budgets.

**Deliverables:** Provide City with a copy of the proposed budgets to be incorporated into the annual Engineer's Report. Via conference calls, discuss written findings and/or recommendations regarding the upcoming annual budget.

#### **Task 5: Prepare Engineer's Report**

**Objective:** Prepare the Engineer's Report for the upcoming fiscal year.

**Description:** Prepare the annual Engineer's Report for the District, under the requirements of the Landscaping and Lighting Act of 1972 ("1972 Act") and in compliance with Proposition 218. This Report will be the basis for the upcoming fiscal year assessments including any modifications identified in Tasks 2, 3 and/or 4. This report as required by the 1972 Act will include the following elements:

- Plans and specifications for the improvements, which will include a summary description of the landscape improvements, as well as a general description of the lighting improvements, to be funded and maintained.
- An estimate of the improvement costs (estimated budgets for the fiscal year showing costs and expenses of providing the improvements, including incidental expenses, as well as any contributions and adjustments).
- Diagrams for the District, which will be presented for the various Zones and/or Sub-Zones as boundary maps that may include references to the location and extent of the improvements provided.
- An assessment of the estimated costs of the improvements that incorporates the basis and calculation of the assessments; including the method of apportionment, benefit analysis, the assessment rates established by the budgets and applicable inflationary adjustments, as well as an electronic copy of the proposed assessment roll.

**Deliverables:** One (1) electronic copy of the draft Engineer's Report will be provided to the City for review and comment prior to submittal of a final Engineer's Report for the consideration and approval of the City Council at the Intent Meeting. Upon finalization of the Report, we will provide the City with one (1) electronic copy of the final Engineer's Report, assessment diagrams and assessment roll. In addition, two (2) signed hard copies of the Report will be provided to the City on or before the Public Hearing.

## **Task 6: Resolutions and Staff Reports**

**Objective:** Review resolutions and staff reports for the Intent Meeting and Public Hearing.

**Description:** Based on previous proceedings for the District, we anticipate that the resolutions, staff reports and presentations to be presented to the City Council, in connection with the annual assessment process, will be drafted by the City Attorney and/or City staff. As part of our scope of services, we will be happy to review and provide comments on these documents and/or provide statistical information related to the assessments that may be contained in these documents.

**Deliverables:** None anticipated at this time, unless requested by the City.

## **Task 7: Attend Council Sessions**

**Objectives:** Attend and be available to respond to questions regarding the Engineer's Report posed by the City Council at the Intent Meeting and/or Public Hearing.

**Description:** Participate in up to two (2) Council sessions annually: one (1) Intent Meeting (attendance may be virtual if the City agrees) and in-person attendance at one (1) Public Hearing.

**Meetings:** Two (2) Council sessions annually.

## **Task 8: Submit Approved Levy**

**Objectives:** File the electronic collection record, the Resolution to Levy and other necessary documents with the County Auditor/Controller's Office.

**Description:** Upon completion of the Public Hearing and adoption of the Resolution to Levy assessments, transfer the assessment amounts for each parcel by APN to the County Auditor/Controller's Office in the media, format and configuration required for placement on the annual property tax roll.

**Deliverables:** Electronic file and signed Resolutions to County Auditor/Controller's Office.

## **Task 9: Resolve Parcel Exceptions**

**Objectives:** Upon receipt of a parcel exception list from the Auditor/Controller, if applicable, research the exceptions and resubmit corrections.

**Description:** Research these exceptions and identify parcel number changes where applicable. Update these changes, as well as report the revised parcels and updated levy amounts to the County. As necessary, Willdan will prepare for City staff additional County-required correspondence relating to the submittal, correction, or removal of assessments to the County tax roll.

**Deliverables:** Resubmit corrected assessments to the County Auditor/Controller, as needed. Prepare and provide an electronic list of parcels for which the County will not send tax bills that the City may utilize to prepare and mail handbills.

## **Task 10: Levy Summary**

**Objectives:** Provide a summary of the final applied levy amounts and a description of the reasons for any significant variances between the amounts budgeted and the amounts accepted by the County Auditor/Controller to be applied to the County tax roll.

**Description:** Since it is not uncommon for the applied levy to be slightly different from the levy presented in the Engineer's Report due to parcel changes, land use changes, and parcel tax status, we will prepare a summary letter that identifies and details significant assessment variances.

**Deliverables:** Levy summary to be delivered in September/October.

## **Client Responsibilities**

As required by law, the City of Yorba Linda is responsible for publishing Public Hearing notices in the local newspaper, as well as posting these notices.

Willdan will rely on being able to obtain the following information from the City:

- Provide annually updated GIS data and map shape files for all parcels in the City. We will rely on the City to request and obtain these files from the County of Orange and then provide this information electronically to Willdan.
- Annual budget information, including estimated fund balances.
- Recent City annexations and/or new or expanded land developments or subdivisions.
- Changes, modifications or updates to the improvements described in the previous year's Engineer's Report including, but not limited to the addition or removal of landscape areas being maintained, streetlights and/or traffic signals.
- Certified copies of the resolution(s) or other documentation required by the County for submittal of the annual levy.
- Services of legal counsel for the preparation of resolutions; review of the Engineer's Report; and such other legal opinions, as may be necessary.

### **Project Disclaimer**

The City of Yorba Linda further represents, acknowledges, and agrees that:

- (i) The City uses, or may use, the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission ("SEC") to advise it in connection with municipal financial products and the issuance of municipal securities;
- (ii) The City is not looking to Willdan to provide, and City shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
- (iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;
- (iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and
- (v) Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

# Budget

Willdan proposes to continue to provide ongoing annual administration services to the City for the Street Lighting and Landscaping Maintenance District for the annual fees outlined below. The categories below coincide with those listed in Section 2.1 (Compensation/Contract Sum) of the Professional Services Agreement dated October 19, 2021.

<b>City of Yorba Linda Annual Administration &amp; Engineering Services Fee for Services</b>	
Annual Administration of LMAD	\$ 23,650
Update GIS Mapping of Landscape Improvements	9,080
Prepare Annual Engineer’s Report Budgets	7,030
Reimbursable Expenses	4,500
<b>Total Not-to-Exceed Fee</b>	<b>\$44,260</b>

Please note the following:

- The Annual Administration & Engineering Services denoted above does not include annexations or restructuring of existing district Zones. Such efforts would be addressed under a separate proposal.
- Each task identified within the Scope of Services will be invoiced to the City prior to June 30<sup>th</sup> of the given fiscal year. Further, Willdan acknowledges that the remaining tasks (likely to include Task 6 – Task 10), initiated after June 30, will be completed as proposed herein and in a timely manner.
- Telephone conference calls are not considered “meetings” for the purpose of our proposal and are not limited by our Scope of Services.
- We will invoice the City monthly as the project progresses.

## Reimbursable Expenses

Willdan will be reimbursed for out-of-pocket expenses, not-to-exceed \$4,500 annually as outlined in the fee table above. Examples of reimbursable expenses include, but are not limited to: postage, travel expenses, mileage (at the current prevailing rate), maps, electronic data provided by the County and/or other applicable resources, and copying (currently 6¢ per copy).

Any additional expense for reports or, otherwise, from outside services will be billed to the City. Charges for meeting and consulting with counsel, the City, or other parties regarding services not listed in the scope of services previously identified will be at our then-current hourly rates.

In the event that a third party requests any documents from Willdan, we may charge such third party for providing said documents in accordance with our applicable rate schedule.

September 13, 2024

Ms. Jamie Lai, PE  
 Director of Public Works/City Engineer  
 City of Yorba Linda  
 4845 Casa Loma Avenue  
 Yorba Linda, California 92885

**Re: Proposal to Provide Additional LMAD Fiscal Studies and Miscellaneous Services to the City of Yorba Linda**

Dear Ms. Lai:

Willdan Financial Services' ("Willdan") proposes to assist the City of Yorba Linda ("City") with fiscal studies and miscellaneous services specific to the Street Lighting and Landscaping Maintenance District (referred to as "LMAD" or "District") that may arise throughout the remainder of the contract term (Professional Services Agreement dated October 19, 2021).

As previously discussed by City staff and Willdan, it may be necessary to prepare advanced projections for specific Local Landscaping Zone(s) within the LMAD to determine whether Proposition 218 Engineering and Balloting Services could be necessary within an upcoming five-year period. Furthermore, miscellaneous services may include research and analysis of property owner questions or issues that the City requests Willdan to review or investigate. When a project of this nature has been identified by the City, Willdan will provide a fixed fee, sub-task proposal, on an as needed basis, for City staff review/approval prior to project initiation.

Projects of this nature will be completed on a time and materials basis per the hourly rates denoted in the table below. It is estimated that supplemental projects of this nature **will not exceed \$20,000 for Fiscal Year 2025/2026**. Note, a not-to-exceed fee for similar services to be provided during Fiscal Year 2026/2027 will be reviewed with City staff prior to project initiation.

Willdan Financial Services Hourly Rate Schedule			
Position	Hourly Rate	Position	Hourly Rate
Group Director	\$250	Assistant Director	\$240
Principal Engineer	\$249	Principal Consultant	\$210
Senior Project Manager	\$185	Project Manager / Program Director	\$165
Senior Project Analyst	\$135	Senior Analyst	\$125
GIS Mapping	\$120	Analyst II	\$110
Analyst	\$100	Analyst Assistant	\$ 75

**Project Disclaimer**

The City of Yorba Linda further represents, acknowledges, and agrees that:

- (i) The City uses, or may use, the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission ("SEC") to advise it in connection with municipal financial products and the issuance of municipal securities;
- (ii) The City is not looking to Willdan to provide, and City shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);

- (iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;
- (iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and
- (v) Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

We appreciate this opportunity to continue to serve the City of Yorba Linda and look forward to hearing from you. If you have any questions or concerns regarding our proposal, please feel free to contact Principal Consultant Jim McGuire directly at (909) 229-0826 or via email at [jmcguire@willdan.com](mailto:jmcguire@willdan.com).

Sincerely,

Willdan Financial Services



Gladys Medina  
Vice President, Group Director

September 13, 2024

Ms. Jamie Lai, PE  
Public Works Director/City Engineer  
City of Yorba Linda  
4845 Casa Loma Avenue  
Yorba Linda, California 92886

**Re: *Proposal to Continue to Provide Proposition 218 Engineering and Balloting Services for Zone L-1A within the City of Yorba Linda's Street Lighting and Landscaping Maintenance District***

Dear Jamie:

In response to direction received from City staff, Willdan Financial Services ("Willdan") is submitting the following request for the approval of continuation services to complete Proposition 218 Engineering and Balloting Services specific to Zone L-1A. As we reflect on the progression of our ongoing collaboration with the City of Yorba Linda ("City"), Willdan extends its sincere gratitude for the opportunity to contribute to the success of the LMAD Proposition 218 Tasks. Over the course of our partnership, we have diligently worked to fulfill our commitment to excellence and to meet the evolving needs of the City.

It is with a sense of responsibility and transparency that we submit this request for additional funding, and would like to provide a comprehensive overview of the factors leading to this necessity.

Our initial proposal, stemming from the 2021 Professional Services Agreement, laid the foundation for our collaboration on the LMAD Proposition 218 Tasks. However, as we delved into the intricacies of this project, it became evident that the budget figure derived from the current agreement does not fully align with the "updated" scope of work for this subtask. Recognizing the importance of delivering comprehensive and accurate assessment engineering services, we took it upon ourselves to ensure that our efforts were commensurate with the task at hand.

Considerably more time and effort were expended than initially anticipated, as existing tasks from the proposal were expanded, and new tasks were incorporated during the course of the project. The dynamic nature of the LMAD Zone L-1B Proposition 218 Task required a heightened level of attention to detail, necessitating additional resources to ensure the completeness and accuracy of our financial services, which reduced available funding originally planned for LMAD Zone L-1A.

Moreover, it is essential to highlight that the time to complete the project was unavoidably extended beyond the initially proposed performance period. This delay was regrettably attributed to factors outside of Willdan's control, emphasizing the unforeseen challenges that can impact the timely execution of complex municipal tasks.

In the spirit of our ongoing partnership, we believe that this request for additional funding is a necessary step to ensure the continued success and integrity of the LMAD Zone L-1A Proposition 218 Task. We remain committed to providing the City with the highest standard of professional consulting services. The Scope of Services and Budget that follows highlights the outstanding tasks and additional effort to complete this engagement.

## Scope of Services

The following scope of services details the work plan to be followed in order to complete the current LMAD Zone L-1A Proposition 218 Task. Due to the length of time that has passed since the initial improvement and budget option scenarios were generated, the potential rates will need to be recalculated to capture current budget amounts to be provided by the City, as well as Cost-of-Living Adjustment ("COLA") available in August (2024). Willdan, in conjunction with the City, will review and update as needed potential funding options and zone re-structuring scenarios.

## Phase I – Develop Funding Options and Zone Re-structuring

1. Willdan will develop funding options and subsequent re-structuring scenarios specific to Zone L-1A. Previously discussed options and outcomes are listed below.
  - a. Option 1 – Ballot the entire Zone for an increased assessment to sustain the existing level of service throughout (no change to existing improvements areas being maintained).
    - i. If Ballot Measure *Passes*
      1. Vacate the fallow areas within the Zone boundaries
      2. Continue maintenance of existing areas (with proper funding)
    - ii. If Ballot Measure *Fails*
      1. Vacate fallow areas including the areas along the railroad, as well as any additional areas necessary to stay within existing revenues
      2. Consider turning park maintenance over to the Parks and Recreation Department
  - b. Option 2 – Ballot the entire Zone for an assessment to sustain the existing level of service throughout the Zone but with parks removed from budget and all landscaping along railroad vacated.
    - i. If Ballot Measure *Passes*
      1. Vacate the landscaping along the railroad
      2. Turn park maintenance over to the Parks and Recreation Department
      3. Continue maintenance of existing areas (with proper funding)
    - ii. If Ballot Measure *Fails*
      1. Vacate the landscaping along the railroad
      2. Turn park maintenance over to the Parks and Recreation Department
      3. Reduce level of service as needed for remaining maintenance areas to a level supported by existing revenues
      4. Vacate any remaining fallow areas, as well as any additional areas necessary to stay within existing revenues

## Phase II – Community Outreach

1. Hold a conference call with the City to present the options to potentially re-structure Zone L-1A and review the possible outcomes.
2. Update and finalize the proposed budget(s) and corresponding assessments for each option to be presented to property owners during the Community Meeting.
3. Calculate new assessment rates for parcels, including varying scenarios for the Zone that may incorporate multiple maintenance or service level options. Willdan will be strategic in its approach to provide scenarios and consider the unique dynamics of the Zone but the goal should be to limit the number of possible scenarios being presented to the property owners to just the top two or three options.

4. Coordinate with City staff to schedule the time and place to hold the community informational meeting/workshop(s). Develop and mail an informational piece that provides background and information to property owners regarding the proposed options to restructure Zone L1-A.
5. Work with City staff to develop a PowerPoint presentation to the property owners. If requested by the City, Willdan will also provide up to fifty (50) printed copies of the presentation (handouts) for attendees of the Community Meeting.
6. A senior member of the Willdan team will be present at the Community Meeting to assist City staff with the discussion of proposed assessment options, in order to properly inform property owners on the effects of a successful or unsuccessful Proposition 218 vote and to gauge community support of a proposed new/increased assessment. If a single option cannot be identified during the meeting, a mail out survey may be distributed to gather feedback. It is intended that during this meeting the lead petitioners (property owners within Zone L-1A) will be selected to circulate the signature petition.
7. Utilize a petition to gauge property owner interest specific to a new assessment to determine whether there is community support for the increase prior to initiating a Proposition 218 ballot process. Willdan will provide support and validation of the submitted petition signatures and signature removal requests, as well as tabulate the final verified signature count and determine if the petition is successful or unsuccessful in meeting the City Council's established signature threshold pursuant to the Street Lighting and Landscape Maintenance Assessment District Proposition 218 Petition Guidelines. This includes validation that submitted signatures and signature removal requests were submitted by the property owner. Willdan will maintain the list of the final, verified signatures and will share with the City, as requested.
8. If petition results do not support the assessment increase the results will be communicated to affected property owners via standard mail. The City's Public Works staff will proceed with the necessary administrative vacations/service reductions that cannot be funded by the existing maintenance budget.  
  
If the survey results support the new/increased assessment, next steps associated with the second half of this engagement are outlined in Phase III that follows.

### Phase III – Proposition 218 Engineering and Balloting Services

The steps associated with presenting a new/increased assessment to affected property owners are outlined below.

9. Prepare and submit a Zone-specific Engineer's Report.
10. Assist City staff with the preparation of the Staff Report(s) necessary for the associated Council meeting(s).
11. Prepare and mail related Proposition 218 ballots and notices. This includes any potential revote ballots and notices.
12. Attend Council Public Hearing related to Proposition 218 new/increased assessments and the ballot tabulation. Willdan will lead and complete the ballot tabulation procedures and provide City with the final tabulation report.
13. Upon conclusion of the ballot tabulation, evaluate and update assessment factors for the affected parcels. Include any final approved assessment changes within the applicable fiscal year Engineer's Report.

### Client Responsibilities

Due to our current role as the City's district administrator and assessment engineering consultant, City staff will not be required to provide extensive documentation and maps associated with the project proposed herein. This information is currently stored securely in-house by Willdan. Although in order to facilitate the traditional workflow of these services, it will likely be necessary that City staff will be responsible for the following:

- Annual budget information options, including estimated fund balances, City overhead, capital improvement project costs, etc. This information must be provided in a timely manner to Willdan in order to meet established internal deadlines.

- Changes, modifications, or updates to the services and/or improvements within Zone L1-A.
- Prepare all internal memos, staff reports, and other supporting documents necessary for City Council agendas.
- Review the draft reports and resolutions before the final documents are prepared for the Council packets. This review is usually performed by agency department staff but may include the City's attorney. Requested changes shall be submitted to Willdan in writing.

Willdan will rely on the validity and accuracy of the City's data and documentation to complete our analysis. We will further rely on the data as being accurate without performing an independent verification of accuracy, and that we will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

## Project Disclaimer

The City of Yorba Linda further represents, acknowledges, and agrees that:

- (i) The City uses, or may use, the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission ("SEC") to advise it in connection with municipal financial products and the issuance of municipal securities;
- (ii) The City is not looking to Willdan to provide, and City shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
- (iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;
- (iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and
- (v) Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

## Fee for Services

Willdan proposes to complete the LMAD Zone L-1A Proposition 218 Task for the fees identified in the table below. It is important to note that Zone L-1A is the largest zone within the City’s Street Lighting and Landscaping Maintenance District, with the largest number of parcels/EBUs. This effort will necessitate extensive signature/ballot verifications, multiple budget adjustment/calculations from the City, and revisions to the Engineer’s Report.

<b>Proposition 218 Balloting Services Street Lighting &amp; Landscaping Maintenance District Zone L-1A Fee for Services</b>	
<b>Phase I – Develop Funding Options &amp; Zone Re-structuring</b>	<b>\$ 4,200</b>
<b>Phase II – Community Outreach</b>	
Review Options with Staff	\$ 600
Community Outreach Preparation & Presentation	4,200
Petition Validation & Results Notification	<u>3,800</u>
<i>Phase II Cost</i>	<b>\$ 8,600</b>
<b>Phase III– Proposition 218 Engineering and Balloting Services</b>	
Research & Preparation of Supplemental Engineer’s Report	\$ 7,500
Proposition 218 Noticing & Balloting	1,800
Public Hearing & Ballot Tabulation	<u>2,500</u>
<i>Phase III Cost</i>	<b>\$ 11,800</b>
<i>Total Cost</i>	
	<b>\$ 24,600</b>
<i>Previously Invoiced Zone L-1A Professional Services</i>	
	<b>&lt;9,382&gt;</b>
<b>Remaining Cost to Complete Zone L-1A Prop 218 Engineering &amp; Balloting</b>	
	<b>\$15,218</b>

Please note the following:

- Our proposed fee does not include costs associated with printing and postage of the informational mailer (Phase II) and/or the notices and ballots (Phase III). Printing, postage, and mailing will be billed to the City at a cost of \$2.00 per parcel for the informational mailer and \$2.50 per parcel for the combined notices and ballots.
- Additional meetings and/or workshops not consecutively scheduled may incur additional travel expenses and/or meeting fees. Attendance at additional meetings will be \$2,350, including travel expenses.
- We will invoice the City monthly as the project progresses.

## Reimbursable Expenses

Willdan will be reimbursed for out-of-pocket expenses. Examples of reimbursable expenses include, but are not limited to postage, travel expenses, mileage (at the current prevailing rate), maps, electronic data provided by the County and/or other applicable resources and copying (currently 6¢ per copy).

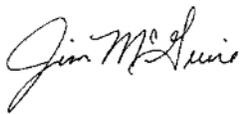
Any additional expense for reports or, otherwise, from outside services will be billed to the City. Charges for meeting and consulting with counsel, the City, or other parties regarding services not listed in the scope of services previously identified will be at our then-current hourly rates.

In the event that a third party requests any documents from Willdan, we may charge such third party for providing said documents in accordance with our applicable rate schedule.

Thank you for your understanding and continued collaboration. We look forward to the opportunity to discuss this matter further and to address any questions or concerns. In closing, we appreciate this opportunity to continue to serve the City and look forward to hearing from you. Please feel free to contact me directly at (909) 229-0826 or via email at [jmcguire@willdan.com](mailto:jmcguire@willdan.com) if you have any questions regarding this submittal.

Sincerely,

**WILLDAN FINANCIAL SERVICES**



Jim McGuire  
Principal Consultant



# STAFF REPORT

## CITY of YORBA LINDA

### PUBLIC WORKS DEPARTMENT

**DATE:** OCTOBER 15, 2024

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** JAMIE LAI, P.E., DIRECTOR OF PUBLIC WORKS/CITY ENGINEER  
PREPARED BY: COLIN TSUI, E.I.T., ASSISTANT ENGINEER

**SUBJECT:** RESOLUTION NO. 2024-5919 AUTHORIZING THE SUBMISSION OF THE CITY'S APPLICATION FOR CTFP CONSTRUCTION FUNDING FOR THE LAKEVIEW AVENUE WIDENING FROM ORIENTE TO BASTANCHURY ROAD

### **RECOMMENDATION**

It is recommended that the City Council adopt Resolution No. 2024-5919, authorizing the submission of the City's application for the Comprehensive Transportation Funding Program (CTFP) funds for the Lakeview Avenue Widening between Oriente Drive and Bastanchury Road.

### **BACKGROUND**

The Orange County Transportation Authority (OCTA) Board of Directors authorized on August 12, 2024, the 2025 call for projects for the Comprehensive Transportation Funding Program (CTFP). The CTFP provides regional funding for projects on a competitive basis for various road improvements. Approximately \$30 million in Measure M2 funds will be made available to local agencies in this upcoming call for projects.

Applications for Measure M2 CTFP are being accepted through October 24, 2024. As part of the application process, OCTA requires agencies to submit a council resolution that commits funds to the proposed projects.

### **DISCUSSION**

This segment of Lakeview Avenue between Oriente Drive and Bastanchury Road is currently a single lane in each direction with a two-way turn lane in the median. The City's General Plan identifies Lakeview Avenue as a secondary arterial with two lanes in each direction. With the Yorba Linda Town Center, the Yorba Linda Public Library and Arts Center, and residential tracts now complete along Lakeview Avenue, the need for increased roadway capacity is warranted. The improvement will include the addition of a second travel lane in each direction along with portions of new curb, gutter, and sidewalk where there was none previously existing. Portions of right of way had previously been obtained and will allow for widening Lakeview Avenue to its ultimate width along this segment of roadway between

Oriente Drive and Bastanchury Road. The project will accomplish the first phase of the effort to improve Lakeview Avenue (north of Oriente Drive) to its full secondary arterial status with two lanes in each direction.

CTFP funds were previously awarded for construction of the subject project in FY2023-24. However, construction bids received in May of 2024 exceeded available funds and thus all bids were rejected. At the request of the City, the original funding committed from the prior CTFP grant has been cancelled and the City will be allowed to re-apply for construction funds. Staff has engaged the original design consultant to refine the estimated construction costs and accounted for current bid pricing based upon construction bids received earlier this year. These updated costs are being used as the basis for the current construction funding request.

### **FISCAL IMPACT**

There are existing funds obligated to this project (SI201003) for the local match in the amount of \$450,000. If the application is successful, the City will have to increase its appropriation to cover the difference in costs. The current project estimate based on unit prices from the May 2024 construction bids with an escalation factor to account for inflation is \$3.8M including construction contingencies and construction administration support. Adjusting for eligible costs, the amount that could be pursued via CTFP funds is \$3.4M. The remaining balance will be addressed during the City's upcoming 2-year Capital Improvement Program Budget next year.

As part of the OCTA CTFP application process, the City is required to commit a funding match in order to be eligible for CTFP funds. If awarded, the OCTA grant would fund 75% of eligible project costs which would amount to \$2.55M. City would be required to provide a 25% match of eligible costs which would amount to \$850,000. Based on the currently appropriated project funds in the amount of \$450,000, the anticipated increase in appropriation is anticipated to be approximately \$400,000 which will be requested as part of the City's 2-year Capital Improvement Program Budget next year.

### **ALTERNATIVES**

Do not accept staff's recommendations and do not adopt Resolution No. 2024-5919; however, this will forfeit the City's application and ability to receive 75 percent of the construction costs in Measure M2 grant funds for the widening of Lakeview Avenue from Bastanchury Road to Oriente Drive.

### **ATTACHMENTS**

Attachment 1 - Resolution No. 2024-5919  
Attachment 2 – Vicinity Map

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**RRESOLUTION NO. 2024-5919**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YORBA LINDA, CALIFORNIA, APPROVING THE SUBMITTAL OF THE LAKEVIEW AVENUE WIDENING ORIENTE TO BASTANCHURY PROJECT TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPREHENSIVE TRANSPORTATION PROGRAM**

The City Council of the City of Yorba Linda does hereby resolve as follows:

**WHEREAS**, the City of Yorba Linda desires to implement the transportation improvements listed below; and

**WHEREAS**, the City of Yorba Linda has been declared by the Orange County Transportation Authority to meet the eligibility requirements to receive M2 “Fair Share” funds; and

**WHEREAS**, the City’s Circulation Element is consistent with the County of Orange Master Plan of Arterial Highways; and

**WHEREAS**, the City of Yorba Linda will not use M2 funds to supplant Developer fees or other commitments;

**WHEREAS**, The City must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Measure M2 Ordinance eligibility requirement.

**WHEREAS**, the City of Yorba Linda will provide a minimum in 25% in matching funds for the Lakeview Avenue Widening Oriente to Bastanchury Project – Construction Funding as required by the Orange County Comprehensive Transportation Funding Programs Guidelines; and

**WHEREAS**, the Orange County Transportation Authority intends to allocate funds for transportation improvement projects, if approved, within the incorporated cities and the County; and

**WHEREAS**, the City authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors, if necessary.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the Board of Supervisors/City Council of the City of Yorba Linda, State of California, as follows:

The City Council of the City of Yorba Linda hereby requests the Orange County Transportation Authority allocate funds in the amounts specified in the City's application to said City from the Comprehensive Transportation Funding Programs. Said funds, if approved, shall be matched by funds from said City as required and shall be used as supplemental funding to aid the City in the improvement of the following street: Lakeview Avenue

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Yorba Linda, California on the 15th day of October, 2024.

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TARA CAMPBELL, MAYOR

CITY OF YORBA LINDA

ATTEST:

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MARCIA BROWN, CITY CLERK

CITY OF YORBA LINDA

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

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CITY ATTORNEY

**STATE OF CALIFORNIA )**

**ss.**

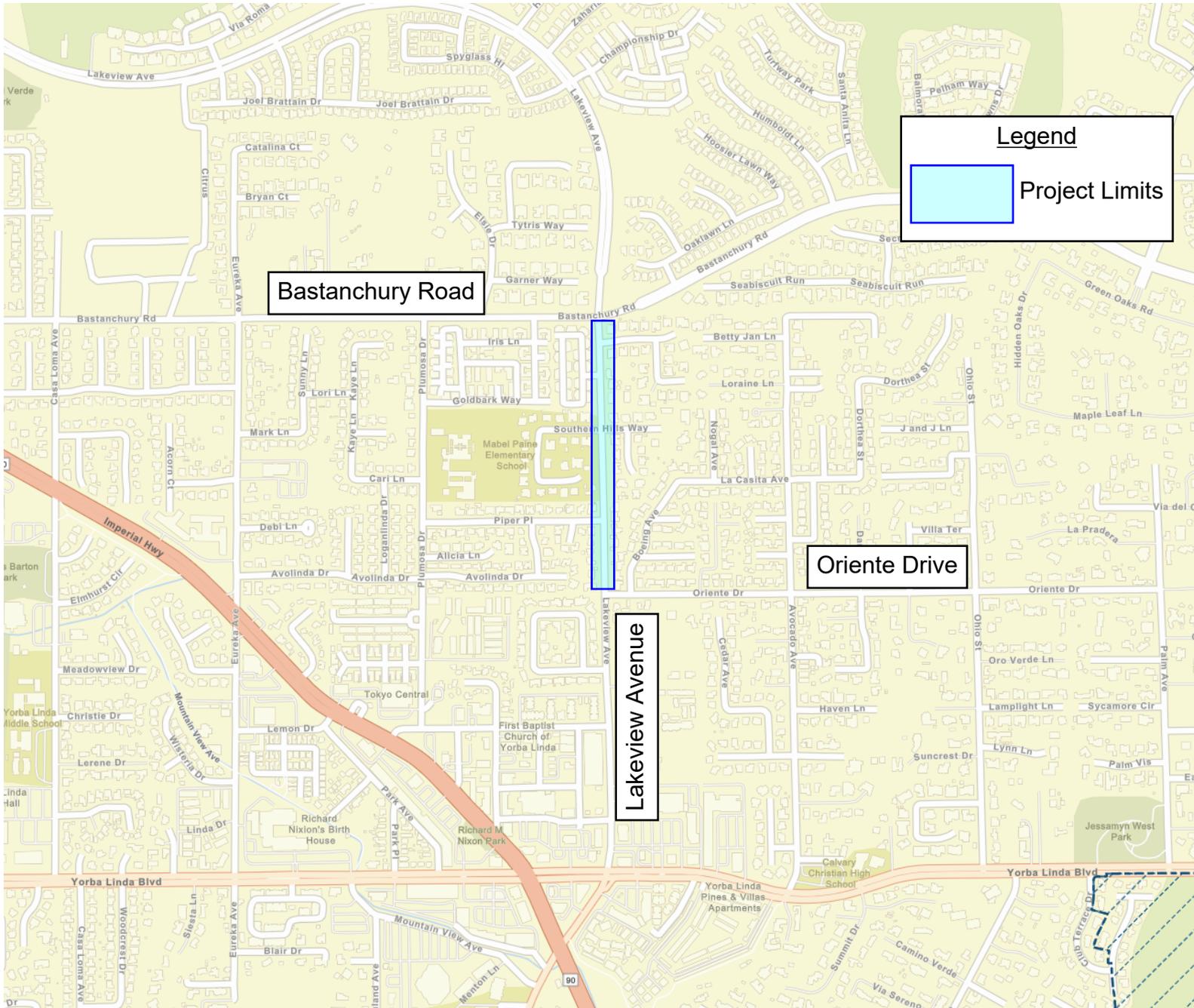
**COUNTY OF ORANGE )**

**I, MARCIA BROWN**, City Clerk of the City of Yorba Linda, California, **DO HEREBY CERTIFY** that the foregoing Resolution was adopted at a regular meeting of the City of Yorba Linda held on the 15th day of October, 2024 and was carried by the following roll call vote:

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MARCIA BROWN, CITY CLERK  
CITY OF YORBA LINDA

# Attachment 1 - Vicinity Map





# STAFF REPORT

## CITY of YORBA LINDA

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### PUBLIC WORKS DEPARTMENT

**DATE:** OCTOBER 15, 2024

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** JAMIE LAI, P.E., DIRECTOR OF PUBLIC WORKS/CITY ENGINEER  
PREPARED BY: COLIN TSUI, E.I.T., ASSISTANT ENGINEER

**SUBJECT:** RESOLUTION NO. 2024-5918 AUTHORIZING THE SUBMISSION OF THE CITY'S APPLICATION FOR CTFP CONSTRUCTION FUNDING FOR THE SAVI RANCH PARKWAY WIDENING FROM YORBA LINDA BOULEVARD TO MIRAGE STREET

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### **RECOMMENDATION**

It is recommended that the City Council adopt Resolution No. 2024-5918, authorizing the submission of the City's application for Comprehensive Transportation Funding Program (CTFP) funds for the construction of Savi Ranch Parkway Widening from Yorba Linda Boulevard to Mirage Street.

### **BACKGROUND**

The Orange County Transportation Authority (OCTA) Board of Directors authorized on August 12, 2024, the 2025 call for projects for the Comprehensive Transportation Funding Program (CTFP). The CTFP provides regional funding for projects on a competitive basis for various road improvements. Approximately \$30 million in Measure M2 funds will be made available to local agencies in this upcoming call for projects.

Applications for Measure M2 CTFP are being accepted through October 24, 2024. As part of the application process, OCTA requires agencies to submit a council resolution that commits the agency to funding the proposed projects.

### **DISCUSSION**

Savi Ranch Parkway at Yorba Linda Boulevard serves as the main point of entry to the Savi Ranch Retail and Business Core. This intersection currently experiences significant congestion in the evening peak travel hours. The proposed intersection improvement will alleviate traffic demands and operational challenges resulting in improved circulation through the Savi Ranch area. The proposed improvements will result in additional lane capacity in the vicinity of the intersection but will also require the right-of-way from adjoining private property. The design and right of way scope is currently funded through OCTA CTFP Grant Funds and the subject application request will provide for construction of the project.

### **FISCAL IMPACT**

The most recent estimated construction cost for the project is approximately \$10.1M. Construction funds for this project are provided in part by the Federal Complete Streets Program (CSP). Given CSP funding in the amount of \$2.4M and adjusting for eligible costs, the balance of project costs that can be pursued via CTFP funds is \$6.4M. A federal earmark has been requested to help offset project costs, but in the event the earmark is not awarded, it is beneficial to seek CTFP funds as an alternative funding source to ensure the project will be fully funded by the federal obligation date of September 30, 2026. If the project is not fully funded by the federal obligation date, the funds will be subject to cancellation. The remaining balance of \$1.3M will be addressed as part of the City's upcoming 2-year Capital Improvement Program Budget next year.

As part of the OCTA CTFP application process, the City is required to commit a funding match in order to be eligible for CTFP funds. This application proposes a 25 percent match rate from the City. Given the 25 percent match requirement, the City's commitment would amount to \$1.6M and OCTA would contribute the balance of \$4.8M. Construction funds have not yet been programmed in the City's budget, but a request to appropriate these funds will be made as part of the City's 2-year Capital Improvement Program Budget next year. It should also be noted that the budget appropriation request would be for the 2<sup>nd</sup> year of the City's 2-year CIP as it would need to align with the aforementioned federal funds which are programmed for Fiscal Year 26/27.

### **ALTERNATIVES**

Do not accept staff's recommendation and do not adopt Resolution No. 2024-5918; however, this will forfeit the City's application and ability to receive 75 percent of the construction costs in Measure M2 grant funds for the widening of Savi Ranch Parkway from Yorba Linda Boulevard to Mirage Street.

### **ATTACHMENTS**

Attachment 1 - Resolution No. 2024-5918  
Attachment 2 - Vicinity Map

**RESOLUTION NO.2024-5918**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YORBA LINDA, CALIFORNIA, APPROVING THE SUBMITTAL OF THE SAVI RANCH PARKWAY WIDENING PROJECT TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPREHENSIVE TRANSPORTATION PROGRAM**

The City Council of the City of Yorba Linda does hereby resolve as follows:

**WHEREAS**, the City of Yorba Linda desires to implement the transportation improvements listed below; and

**WHEREAS**, the City of Yorba Linda has been declared by the Orange County Transportation Authority to meet the eligibility requirements to receive M2 “Fair Share” funds; and

**WHEREAS**, the City’s Circulation Element is consistent with the County of Orange Master Plan of Arterial Highways; and

**WHEREAS**, the City of Yorba Linda will not use M2 funds to supplant Developer fees or other commitments;

**WHEREAS**, The City must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Measure M2 Ordinance eligibility requirement.

**WHEREAS**, the City of Yorba Linda will provide a minimum in 25% in matching funds for the Savi Ranch Parkway Widening Project – Construction Funding as required by the Orange County Comprehensive Transportation Funding Programs Guidelines; and

**WHEREAS**, the Orange County Transportation Authority intends to allocate funds for transportation improvement projects, if approved, within the incorporated cities and the County; and

**WHEREAS**, the City authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors, if necessary.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the Board of Supervisors/City Council of the City of Yorba Linda, State of California, as follows:

The City Council of the City of Yorba Linda hereby requests the Orange County Transportation Authority allocate funds in the amounts specified in the City's application to said City from the Comprehensive Transportation Funding Programs. Said funds, if approved, shall be matched by funds from said City as required and shall be used as supplemental funding to aid the City in the improvement of the following street: Savi Ranch Parkway

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Yorba Linda, California on the 15th day of October, 2024.

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TARA CAMPBELL, MAYOR

CITY OF YORBA LINDA

ATTEST:

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MARCIA BROWN, CITY CLERK

CITY OF YORBA LINDA

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

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CITY ATTORNEY

**STATE OF CALIFORNIA )**

**ss.**

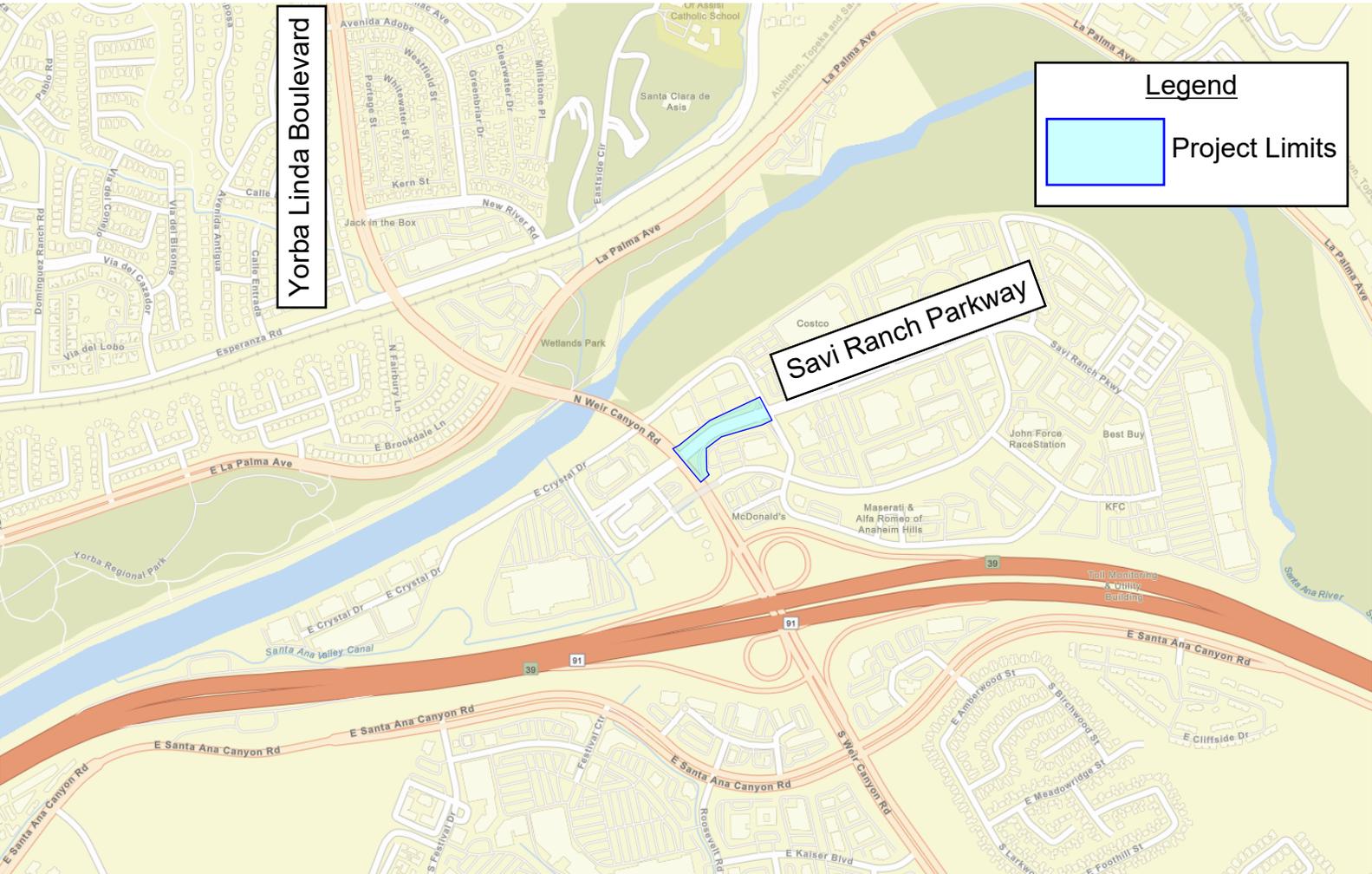
**COUNTY OF ORANGE )**

**I, MARCIA BROWN**, City Clerk of the City of Yorba Linda, California, **DO HEREBY CERTIFY** that the foregoing Resolution was adopted at a regular meeting of the City of Yorba Linda held on the 15th day of October, 2024 and was carried by the following roll call vote:

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MARCIA BROWN, CITY CLERK  
CITY OF YORBA LINDA

# Attachment 2 - Vicinity Map





# STAFF REPORT

## CITY of YORBA LINDA

### PUBLIC WORKS DEPARTMENT

**DATE:** OCTOBER 15, 2024

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** JAMIE LAI, P.E., DIRECTOR OF PUBLIC WORKS/ CITY ENGINEER  
**PREPARED BY:** AUSTIN POSTOVOIT, SENIOR MANAGEMENT ANALYST

**SUBJECT:** APPROVE AWARD OF A MULTI-YEAR CONTRACT SERVICES AGREEMENT TO WEST COAST ARBORISTS, INC., FOR CITYWIDE TREE MAINTENANCE SERVICES WITHIN THE CITY OF YORBA LINDA

### RECOMMENDATION

It is recommended that the City Council:

1. Approve a multi-year Contract Services Agreement with West Coast Arborists (WCA) in an aggregate amount of \$4,066,151.67, for provision of annual Citywide Tree Maintenance and associated services for the remainder of Fiscal Year 2024-2025 through the end Fiscal Year 2027-2028, and
2. Authorize annual expenditures for contract contingencies and potential additional services or unanticipated work performance that may arise, provided that the annual amount of said contingencies do not exceed fifteen percent (15%) of the annual agreement amount for the applicable Fiscal Year; and
3. Authorize the City Manager, on behalf of Council, to execute up to two (2) one-year term extension amendments as provided for in the contract documents; and
4. Upon receipt of appropriate documents, authorize the City Manager to execute the agreement.

### BACKGROUND

The City's current contract for Citywide tree maintenance was awarded on June 7, 2016, to West Coast Arborists, Inc. (WCA), for Citywide services rendered for the local Landscape Maintenance Assessment District, Public Works and Parks and Recreation departments. This contract encompasses maintenance trimming as well as incidental tree management services such as inventory maintenance and emergency response duties for the City's tree inventory.

The City has since exercised all term renewals with the last renewal term expiring on June 30, 2024. The City subsequently entered into three short-term amendments to extend the

agreement term through the end of November 2024 while a procurement process was occurring in parallel.

**DISCUSSION**

This procurement began on September 5, 2024, with a sealed bid opening held on Tuesday, October 1, 2024. A total of five (5) responsive bids were received in the following confirmed bid (annual) amounts:

<b><u>Bidder</u></b>	<b><u>Bidder Location</u></b>	<b><u>Amount (Annual)</u></b>
West Coast Arborists	Anaheim, CA	\$ 1,134,740.00
Great Scott Tree Service	Stanton, CA	\$ 1,216,405.00
Mario’s Tree Service	Corona, CA	\$ 1,425,045.00*
Golden West Arbor Services	Pomona, CA	\$ 2,134,625.00
BrightView Tree Care Services	Anaheim, CA	\$ 6,395,860.00*

\*Listed values display the corrected bid total amounts by vendor. These figures vary slightly from the contractor’s written bid amount. The corrected totals have no bearing on the proposed award.

Staff conducted a detailed review and analysis of submitted bid documents, unit prices, totals, and qualifications. West Coast Arborists was determined to be the lowest responsive and responsible bidder.

The proposed agreement based on the annual bid amount will align the agreement term and budget with the City’s fiscal year. The annual amounts within the initial term are outlined below. It should be noted that the amounts below do not reflect any potential contingency utilization.

<b>WCA Agreement Annual Amounts</b>		
<b>Term Segment</b>	<b>Duration</b>	<b>Segment Amount</b>
Year 1 (Dec. 2024 – June 2025)	7-Months	\$ 661,931.67
Year 2 (FY 25-26)	12- Months	\$ 1,134,740.00
Year 3 (FY 26-27)	12- Months	\$ 1,134,740.00
Year 4 (FY 27-28)	12- Months	\$ 1,134,740.00
<b>Aggregate Agreement Total =</b>		<b>\$ 4,066,151.67</b>

The agreement and bid documents also allow for two (2) additional one-year term extensions. The City’s current tree trimming amendment, also with WCA, is set to expire on

November 30<sup>th</sup> of this year, and the proposed award will allow for continued service to be performed Citywide.

**FISCAL IMPACT**

The combined annual budget allocation for tree related services within the LMAD, Parks and Recreation, Capital Improvement and Public Works budgets for Fiscal Year 2024-2025 is sufficient to cover the costs of the proposed agreement. The annualized agreement amounts are apportioned across the three comprising departments/divisions as noted below:

- LMAD (Account No. 2010350-432300) – 75% of total Contract Amount
- Public Works Maintenance (Account No. 1010330-432300) – 13% of Total Contract Amount
- P&R Parks Maintenance (Account No. 1010460-432300) – 12% of Total Contract Amount

Budget requests necessary to account for future contract year amounts will be included in forthcoming budgets for Fiscal Years 2025-2026, 2026-2027 and 2027-2028 as a part of the biennial budget process.

**ALTERNATIVES**

The City Council may choose not to approve the recommended award to West Coast Arborists. Should this alternative be selected, it is recommended that Council alternatively approve an additional three-month term extension to the existing agreement to allow staff sufficient time to conduct a new procurement process based on Council’s direction.

**ATTACHMENTS**

- Attachment 1 – West Coast Arborists (Agreement)
  - Attachment 2 – Contractor Bid (WCA)
-



# **Contract Services Agreement**

Project Name/No.: Citywide Tree Maintenance Services

Contract No.: \_\_\_\_\_

Dept./Contract Rep: PW/LMAD/Parks- J. Gutierrez

Approved: 10/15/2024

**CITY of YORBA LINDA  
CONTRACT SERVICES AGREEMENT**

**CITYWIDE TREE MAINTENANCE SERVICES,  
WITHIN THE CITY OF YORBA LINDA  
[MULTI-YEAR CONTRACT]**

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and effective this 15<sup>th</sup> day of October, 2024 by and between the CITY OF YORBA LINDA, a California municipal corporation, (“City”) and **West Coast Arborists, Inc.** (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

City sought, by issuance of a Request for Proposals or Invitation for Bids, for the performance of the services defined and described particularly in this Agreement. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in this Agreement, was selected by City to perform those services. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**SECTION 1. SERVICES.**

1.1 Scope of Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A, “Scope of Services” and incorporated herein by this reference (the “Services”). Contractor will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. The Scope of Services incorporates Contractor’s scope of work or bid for the Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.2 Term of Services. The term of this Agreement shall be for three (3) years and seven (7) months. The agreement is to commence on or about December 1, 2024 and expire on June 30, 2028. The City shall have the unilateral option, at its sole discretion, to renew this Agreement for no more than two (2) additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. Unless earlier terminated in accordance with Section 8 of this Agreement, this Agreement shall continue in full force and effect until final written approval and acceptance of the work performed under this Agreement by the Contract Administrator. The time provided to Contractor to complete the Services

required by this Agreement shall not affect City's right to terminate this Agreement, as provided for in Section 8.

a. Extension of Term of Agreement. Agency shall have the right and option to extend the term of this contract for up to two (2) consecutive one- year terms following the original term of this contract by giving written notice to the Contractor prior to the end of the original contract term. Contract adjustments may be provided annually at the discretion of the City as described below.

Agency shall have the right and option to extend the term of this contract for up to two (2) consecutive one- year terms following the original term of this contract by giving written notice to the Contractor prior to the end of the original contract term. Contract adjustments may be provided annually at the discretion of the City as described below. Contracted unit prices are subject to annual review effective July 1 of each year to reflect a not -to -exceed Consumer Price Index (CPI) changes in cost. The rates may be adjusted each year on July 1, at the sole discretion of the City, and upon written request for an increase from Contractor one-hundred twenty (120) days prior to July 1, all based upon the percentage change in the CPI for All Urban Consumers for the Los Angeles - Riverside - Orange County Metropolitan Area (" Index") published by the United States Department of Labor, Bureau of Statistics for the preceding year ( December to December) calculated to the nearest one cent. The Index published more immediately preceding the effective adjustment date is to be used in determining the amount of adjustment. If the index has changed from the previous Index basis, the unit prices for the following year of the term of the contract shall be set, if approved by the City, by multiplying the previous unit prices by a ratio, the numerator being the new Index value and the denominator being the previous Index value. The Index value for the beginning of the original contract term shall be the Index in effect at the time of the proposal. If only a portion of a unit price changes, that portion alone shall be adjusted by the ratio. The portion of the total unit price to be adjusted shall be determined by the Director of Public Works based on documentation submitted by the Contractor. The first-rate adjustment, if approved by the City, will be effective July 1, 2028. The same method of adjustment shall apply to all future renewal years.

### 1.3 Standard of Performance.

a. Quality of Work. As a material inducement to City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Contractor shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all Services described herein. Contractor covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances, and to the sole satisfaction of the Contract Administrator.

b. Care of Work. Contractor shall adopt reasonable methods during the term of this Agreement to furnish continuous protection to the Services, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

c. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the Services, Contractor shall at all times be in compliance with all applicable local, state, and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

d. Warranty. Contractor warrants all work under this Agreement (which for purposes of this Subsection 1.3 shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one (1) year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by City of any defect in the work or non-conformance of the work to this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at Contractor's sole cost and expense. Contractor shall act sooner as requested by City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by Contractor's defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of City, regardless of whether or not such warranties and guarantees have been transferred or assigned to City by separate agreement and Contractor agrees to enforce such

warranties and guarantees, if necessary, on behalf of City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of City, City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse City for any expenses incurred hereunder upon demand.

e. Skilled and Trained Workforce. Contractor, for itself and its subcontractors at every tier, hereby provides an enforceable commitment to comply with California Public Contract Code section 2600 et seq., which requires use of a skilled and trained workforce to perform all work on the agreements that fall within an apprenticeable occupation in the building and construction trades.

f. Inspection and Final Acceptance. The Services shall be performed to the satisfaction of City. City may inspect and accept or reject any of Contractor's work under this Agreement, during performance and/or when completed. City shall reject or finally accept Contractor's work within forty five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud, and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 4 and Section 5, pertaining to insurance and indemnification, respectively.

1.4 Assignment of Personnel. Contractor shall assign only competent personnel to perform the Services. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the Services, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.5 Time. Time is of the essence in the performance of this Agreement. Contractor shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Contractor's obligations hereunder. Contractor shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Scope of Services. When requested by Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Administrator but not shall not exceed one hundred eighty (180) days cumulatively.

1.6 Force Majeure. The time period(s) specified in the Scope of Services for performance of the Services rendered pursuant to this Agreement shall be extended

because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Contractor shall within ten (10) days of the commencement of such delay notify the Contract Administrator in writing of the causes of the delay. The Contract Administrator shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the sole judgment of the Contract Administrator such delay is justified. The Contract Administrator's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of this Agreement pursuant to this Section.

1.7 Suspension of Services. The City Engineer of City ("Engineer") shall have the authority to suspend the Services, wholly or in part, for such period as the Engineer may deem necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the Services, or for such time as the Engineer may deem necessary due to the failure on the part of Contractor to carry out orders given or to perform any provisions of the Services. Contractor shall immediately comply with the written order of the Engineer to suspend the Services wholly or in part and shall not resume the Services until ordered to do so in writing by the Engineer. Such suspension shall be without liability to Contractor on the part of City. In the event a suspension of work is ordered because of failure on the part of Contractor to carry out orders given or to perform any provisions of the Services, such suspension of the Services shall not relieve Contractor of responsibility to complete the Services within the time limit set forth herein and shall not be considered cause for extension of the time for completion and, further, such suspension of the Services shall not entitle Contractor to any additional compensation.

1.8 Familiarity with Work and Worksite. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the Services, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the Services. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the Services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Contractor shall immediately inform City of such fact and shall not proceed until written instructions are received from the Contract Administrator.

1.9 Further Responsibilities of the Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless otherwise specified in this Agreement, neither Party shall be responsible for the service of the other.

## SECTION 2. COMPENSATION.

2.1 Contract Amount. City hereby agrees to pay Contractor a sum not to exceed **Four Million Sixty-Six Thousand One Hundred Fifty-One and 67/100 Dollars (\$4,066,151.67)** for the Three-Year and Seven-Month Agreement Term as follows: **Six Hundred Sixty-One Thousand Nine Hundred Thirty-One and 67/100 Dollars (\$661,931.67)** for the Seven-Month Period of Fiscal Year 2024-2025, **One Million One Hundred Thirty-Four Thousand Seven Hundred Forty Dollars (\$1,134,740.00)** for Fiscal Year 2025-2026, **One Million One Hundred Thirty-Four Thousand Seven Hundred Forty Dollars (\$1,134,740.00)** for Fiscal Year 2026-2027, and **One Million One Hundred Thirty-Four Thousand Seven Hundred Forty Dollars (\$1,134,740.00)** for Fiscal Year 2027-2028, notwithstanding any contrary indications that may be contained in Contractor's proposal or bid, for the Services to be performed and reimbursable costs incurred under this Agreement. This compensation may be administratively adjusted pursuant to Section 8.4 herein. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Contractor for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified in this Section 2 shall be the only payments from City to Contractor for the Services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein.

2.2 Method of Compensation. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Contractor's rates as specified in the Scope of Services, provided that time estimates are provided for the performance of subtasks, or (iv) such other methods as may be specified in the Scope of Services. In no event shall compensation exceed the amount set forth in Subsection 2.1.

2.3 Invoices. Contractor shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Subcontractor charges shall also be detailed by such categories. Invoices shall contain:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. A "Task Summary" containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;

d. At City's option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;

e. The total number of hours of work performed under this Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing the Services hereunder necessary to complete the Services described in Exhibit A;

f. Receipts for expenses to be reimbursed;

g. The Principals' signatures.

Invoices shall be submitted to:

City of Yorba Linda  
Attn: Accounts Payable  
4845 Casa Loma Ave  
Yorba Linda, CA 92886

2.4 City Payment of Invoices. City shall independently review each invoice submitted by Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Pursuant to California Public Contract Code Section 20104.50, Contractor is notified that for public works Services, City's failure to pay undisputed and properly submitted invoices within thirty (30) days shall be subject to interest at the legal rate set forth in Code of Civil Procedure Section 685.010. Any invoice for public works Services determined not to be a proper invoice suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. An invoice returned pursuant to the foregoing shall be accompanied by a writing stating the reasons why the invoice is not proper.

2.5 Retention of Funds, Final Payment.

a. Contractor hereby authorizes City, in the sole discretion of the Contract Administrator, to retain and deduct from any amount payable to Contractor not exceeding five percent (5%) of the total compensation. The retained funds shall be paid to Contractor within sixty (60) days after final acceptance of the Services by the City and after Contractor has furnished City with full release of all undisputed payments under this Agreement. In the event there are any claims specifically excluded by Contractor from the operation of the release, City may retain proceeds of up to one hundred fifty percent (150%) of the amount in dispute. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Contractor to insure, indemnify, and protect City as provided in this Agreement.

b. Notwithstanding Paragraph a, California Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by City for public works Services. At the request and expense of Contractor, securities equivalent to the monies withheld shall be deposited with City, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to Contractor. City retains the sole discretion to approve the bank selected by Contractor to serve as escrow agent. Upon satisfactory completion of the Services, the securities shall be returned to Contractor. Securities eligible for investment shall include those listed in Government Code Section 16430. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. In the alternative, under California Public Contract Code Section 22300, Contractor may request City to make payment of earned retention monies directly to the escrow agent at the expense of Contractor. Also at Contractor's expense, Contractor may direct investment of the payments into securities, and Contractor shall receive interest earned on such investment upon the same conditions as provided for securities deposited by Contractor. Upon satisfactory completion of the Services, Contractor shall receive from the escrow agent all securities, interest and payments received by escrow agent from City pursuant to the terms of California Public Contract Code Section 22300.

2.6 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement. In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.7 Hourly Fees. Fees for the Services performed by Contractor on an hourly basis shall not exceed the amounts shown on Exhibit A.

2.8 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement. Reimbursable expenses not listed in Exhibit A must be approved in advance by the Contract Administrator, in his or her sole discretion. Contractor shall not be entitled to any additional compensation for the attendance of meetings reasonably deemed necessary by City for the execution of the Services.

2.9 Payment of Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.10 Payment upon Termination. In the event that City or Contractor terminates this Agreement pursuant to Section 8, City shall compensate Contractor for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

2.11 No Waiver. Payment to Contractor for Services performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

### **SECTION 3. FACILITIES AND EQUIPMENT.**

3.1 Contractor Provides Facilities and Equipment. Except as otherwise provided, Contractor shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. In no event shall City be required to furnish any facility or equipment that may involve incurring any direct expense.

3.2 Utility Relocation. Where applicable, pursuant to California Government Code Section 4215, City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse Contractor for any costs incurred in locating, repairing damage not caused by Contractor, and removing or relocating such unidentified utility facilities. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

3.3 Trenches or Excavations. Pursuant to California Public Contract Code Sections 6705 and 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

a. Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

b. If the Services involve an estimated expenditure in excess of Twenty-Five Thousand Dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by the City Engineer, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

c. City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue an order or amendment for additional services pursuant to Subsection 8.4 or 8.5 of this Agreement.

d. If a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

#### **SECTION 4. INSURANCE AND BOND REQUIREMENTS.**

Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below and provide certified copies of insurance policies and original endorsements, indicating that Contractor has obtained or currently maintains insurance that meets the requirements of this Section and which is satisfactory, in all respects, to City. Contractor shall also deliver the payment and performance bonds required by this Section 4 with City. Contractor shall maintain the insurance policies required by this Section throughout the term of this Agreement. The cost of such insurance shall be included in Contractor's compensation. Contractor shall not allow any subcontractor, Contractor or other agent to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City, and has delivered the required bonds to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Contractor acknowledges the insurance policy must cover inter-insured suits between City and other insureds. Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible nor shall it limit Contractor's indemnification liabilities as provided in Section 5. Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide, or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Contract Administrator in the Contract Administrator's sole discretion. If this Agreement continues for more than three (3) years duration, or in the event the Contract Administrator determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to City, Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 4 may be changed accordingly upon receipt of written notice from the Contract Administrator; provided that Contractor shall have the right to appeal a determination of increased coverage by the Contract Administrator to the City Council of City within ten (10) days of receipt of notice from the Contract Administrator.

4.1 Workers' Compensation. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION

DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement. Pursuant to California Labor Code Section 1860, Contractor is required to secure the payment of compensation to Contractor's employees. Pursuant to California Labor Code Section 1861, Contractor hereby submits to City the following:

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

Contractor Initial: \_\_\_\_\_

#### 4.2 Commercial General and Automobile Liability Insurance.

a. General Requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWENTY-FIVE MILLION DOLLARS (\$25,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWENTY-FIVE MILLION DOLLARS (\$25,000,000.00) general aggregate, and TWENTY-FIVE MILLION DOLLARS (\$25,000,000.00) products/completed operations aggregate. Automobile Liability Insurance at least as broad as Insurance Services Office Form CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, coverage for hired autos (Code 8) and non-owned autos (Code 9) with limit no less than FIVE MILLION DOLLARS (\$5,000,000.00) each accident for bodily injury and property damage. The Commercial General Liability primary endorsements shall be at least as broad as ISO CG 20 01 04 13. The commercial general liability additional insured endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or both the CG 20 10 or CG 20 26, and CG 20 37. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, leased, and non-owned automobiles.

b. Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9 including “any auto” and endorsement CA 0025 or equivalent). No endorsement shall be attached limiting the coverage.

c. Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

(i) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(ii) The policy must cover inter-insured suits and include a “Separation of Insureds” or “severability” clause which treats each insured separately.

(iii) The insurance must be maintained for at least one (1) year following the completion of the Services or the expiration or termination of this Agreement.

(iv) Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

#### 4.3 Professional Liability Insurance.

a. General Requirements. Contractor, at its own expense, shall maintain professional liability insurance appropriate to Contractor’s profession. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to the Services performed under this Agreement. The insurances shall have a limit of not less than \$5,000,000 for each claim. The insurance must be maintained for at least five (5) consecutive years following the completion of the Services or the expiration or termination of this Agreement. During this additional five (5)-year period, Contractor shall annually and upon request of City submit written evidence of this continuous coverage.

b. Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

(i) The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

(ii) If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Contractor must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the

following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the right to exercise, at Contractor's sole cost and expense, any extended reporting provisions of the policy, if Contractor cancels or does not renew the coverage.

(iii) A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

4.4 Pollution Liability Insurance. Contractor, at its own expense, shall maintain pollution liability insurance written on a per occurrence for bodily injury, personal injury and property damage. The policy of insurance shall covering all of Contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, non-owned disposal site liability, defense costs, cleanup costs, and pollution conditions that arise from or in connection with the transportation (including loading and unloading) by or on behalf of Contractor, of any waste or waste materials off or away from the project site. Coverage shall be provided for both sudden and accidental and gradual and continuous pollution events with limits no less than \$5,000,000 each loss and \$10,000,000 in the aggregate. The policy shall not exclude any hazardous materials for which there is exposure. The policy shall apply to any incidents at or from any location on which Contractor performs the Services under this Agreement. The insurance must be maintained for at least one (1) year following the completion of Contractor's services or the expiration or termination of this Agreement.

#### 4.5 All Policies Requirements.

a. Verification of Coverage. Prior to beginning the Services under this Agreement, Contractor shall furnish City with certificates of insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance must include the following reference: Citywide Tree Maintenance Services. The name and address for additional insured endorsements, certificates of insurance and notice of cancellation is: City of Yorba Linda, 4845 Casa Loma Ave, Yorba Linda, CA 92886. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Contractor.

b. Notice of Reduction in or Cancellation of Coverage. Required insurance policies shall not be cancelled, or coverage reduced until thirty (30) days written notice of cancellation has been served upon the City, except ten (10) days shall be allowed for non-payment of premium. Contractor shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; or (3) the deductible or self insured retention is increased. In the event any of said policies of insurance are cancelled, Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4 to the Contract Administrator.

c. Additional Insured; Primary Insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by Contractor in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against City, its officers, employees, agents, authorized volunteers, and their respective insurers.

d. Deductibles and Self-Insured Retentions. Contractor shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services. During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Contractor may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Contractor procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City. Self-insured retentions shall be the sole responsibility of Contractor, or subcontractor who procure dsuch insurance and shall not apply to the indemnified additional insured parties. The City may deduct from any amounts otherwise due Contractor to fund the SIR. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR.

e. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. Contractor shall be responsible for causing subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an additional insured, providing primary and non-contributory coverage and waiver of subrogation to the subcontractor's policies.

f. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

g. Excess Umbrella Liability Policies. If any excess or umbrella liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including, but not limited to the additional insured, primary & non-contributory and waiver of subrogation insurance requirements stated herein. No insurance policies or self-insurance maintained by the City, whether primary, reinsurance or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Contractor's primary and excess/umbrella liability policies are exhausted.

h. Acceptability Of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

4.6 Payment and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a payment (labor and materials) bond and a performance bond, each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secure the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of this Agreement and shall be null and void only if Contractor promptly and faithfully performs all terms and conditions of this Agreement. Payment and performance bonds shall be secured from a surety company rated Grade "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide, or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Contract Administrator due to unique circumstances, and shall be authorized to write such bonds in the State of California. Contractor shall pay all bond premiums, costs, and incidentals. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under this Agreement may be permitted at the request and expense of Contractor. Without limiting the foregoing, Contractor understands that Civil Code Section 9550 requires a payment bond for all public works contracts involving an expenditure of more than Twenty-Five Thousand Dollars (\$25,000).

4.7 Remedies. In addition to any other remedies at law or equity City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;
- b. Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

## **SECTION 5. INDEMNIFICATION.**

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including costs and expenses incurred by City and reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Contractor fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively, "Claims") to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Contractor, its officers, agents, employees, or subcontractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor. Contractor will promptly pay any judgment rendered against City, its officers, agents, or employees for any such Claims arising out of or in connection with the performance of or failure to perform such Services, operations or activities of Contractor hereunder.

5.3 Subcontractors. Contractor shall incorporate similar indemnity agreements with its subcontractors. Contractor shall be fully responsible to indemnify City, and failure of City to monitor compliance with these provisions shall not be a waiver hereof.

5.4 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City's sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity. In the event any applicable law contains a limitation on

indemnification under this Agreement, such limitation shall supersede the provisions herein only to the extent required by said law.

## **SECTION 6. INDEPENDENT CONTRACTOR.**

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.4; however, otherwise City shall not have the right to control the means by which Contractor accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall not at any time or in any manner represent that it is or any of its officers, employees, or agents are in any manner officers, officials, employees, or agents of City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Contractor as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Contractor shall perform all Services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

## **SECTION 7. LEGAL REQUIREMENTS.**

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Contractor and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Contractor shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Contractor acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Contractor shall require the same of all subcontractors.

7.3 Prevailing Wages. Contractor acknowledges and agrees that it shall be independently responsible for reviewing the applicable prevailing wage laws and regulations and effectuating compliance with such laws, including, but not limited to the prevailing wage and related requirements set forth in this Subsection 7.3. Contractor shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of California Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

a. Public Work. Contractor hereby expressly acknowledges and agrees that City has never previously affirmatively represented to Contractor, its employees or agents in writing or otherwise that the Services are not a “public work,” as defined in Section 1720 of the California Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the Services, including, without limitation, any public work (as defined by applicable law), if any, Contractor shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, City will enforce all penalties required by law for Contractor’s failure to pay prevailing wages.

b. California Labor Code. The Contractor’s attention is directed to Division 2, Part 7, Chapter 1 of the California Labor Code and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

(i) In accordance with Sections 1773 and 1773.2 of the California Labor Code, City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with City’s principal office and are available to any interested party on request. Contractor shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) Contractor is aware of and will comply with the provisions of California Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said Section. Pursuant to California Labor Code Section 1771.4, Contractor must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations’ electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to California Labor Code Section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day’s work hereunder.

(iv) Pursuant to California Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to California Labor Code Section 1813, it is stipulated hereby that Contractor shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor hereunder 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 (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the California Labor Code.

(vi) Contractor is aware of and will comply with the provisions of California Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that Contractor will be responsible for obtaining compliance therewith on the part of any and all sub-consultants or subcontractors employed by Contractor in connection with this Agreement.

(vii) Pursuant to California Labor Code Section 1775, it is hereby stipulated that Contractor shall, as a penalty to City, forfeit 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 Industrial Relations for the work or craft in which the worker is employed for the Services by Contractor or any sub-consultant or subcontractor.

c. Bidding Eligibility. Pursuant to California Labor Code Section 1771.1, no contractor or subcontractor (or consultant or subconsultant) may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations. Pursuant to California Public Contract Code Section 6109, Contractor may not perform any Services hereunder with a subcontractor who is ineligible to perform the Services pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

d. DIR Monitoring. Pursuant to California Labor Code Section 1771.4, Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

e. Indemnification Related to Prevailing Wages. Section 5, Indemnification, specifically encompasses Claims arising from or related to (i) the noncompliance by Contractor or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of California Labor Code Sections 1726 and 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Contractor or any party performing the Services to provide any required disclosure or identification as required by California Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

7.4 Licenses and Permits, Fees, and Assessments. Contractor represents, warrants, and covenants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever

nature that are legally required to practice their respective professions, and perform the Services. Contractor represents, warrants, and covenants to City that Contractor and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions, and perform the Services. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the Services, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against City hereunder.

7.5 Conflicts of Interest. Contractor represents, warrants, and covenants that Contractor presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

7.6 Unfair Business Practices Claims. In entering into this Agreement, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials related to this Agreement. This assignment shall be made and become effective at the time City renders final payment to Contractor without further acknowledgment of the Parties.

7.7 Annual Appropriation of Funding. In accord with Article 16 Section 18 of the California Constitution, payment of compensation under this Agreement is contingent upon annual appropriation of funds by City for that purpose. Contractor acknowledges and agrees that to the extent that the Services extend beyond one (1) fiscal year, payment for such Services is expressly conditioned on City's annual appropriation of funds for such Services for each year. If no funds are appropriated then this Agreement shall be terminated. City pledges and agrees to process such appropriation requests annually and in good faith. Nothing in this Subsection shall be construed to limit the right of either Party to terminate this Agreement as provided herein.

7.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, Contractor and its sureties shall be liable for and shall pay to City the sum of THREE HUNDRED DOLLARS (\$300.00) as liquidated damages for each working day of delay in the performance of any of the Services. City may withhold from any monies payable on account of the Services performed by Contractor any accrued liquidated damages.

## SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may terminate this Agreement at any time and without cause upon thirty (30) days' written notification to Contractor. City may also terminate this Agreement pursuant to Subsection 8.8.

8.2 Termination by Contractor. Contractor may terminate this Agreement upon sixty (60) days' written notice to City.

8.3 Consequences of Termination. In the event of termination, Contractor shall be entitled to compensation for the Services satisfactorily performed up to the date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all materials provided to Contractor or prepared by or for Contractor or City in connection with this Agreement. Upon receipt of any notice of termination, Contractor shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Administrator.

8.4 Administrative Change Orders. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Administrator to Contractor, incorporating therein any adjustment in (i) the total compensation, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Contractor. Any increase in compensation of up to five percent (5%) of the total compensation or TWENTY-FIVE THOUSAND DOLLARS (\$25,000), whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved in writing by the Contract Administrator. Contractor understands and agrees that, if City grants an extension in time without additional work, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period. All other extensions or modifications to this Agreement shall require a written amendment pursuant to Subsection 8.5.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties. The Contract Administrator shall have the authority to execute amendments to this Agreement which do not materially change the terms hereof, in the Contract Administrator's discretion, to the extent permitted by applicable federal, state, and local law. The Contract Administrator may refer any proposed amendment to the City Council for review and approval.

8.6 Assignment and Subcontracting. City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor.

Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the Scope of Services, without prior written approval of the Contract Administrator. In the event of any unapproved assignment, including in connection with any bankruptcy proceeding, this Agreement shall be void. No approved assignment shall release Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the expiration or termination of this Agreement.

8.8 Disputes, Default. In the event that Contractor is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Contractor for any of the Services performed after the date of default. Instead, City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, in the sole discretion of the Contract Administrator. During the period of time that Contractor is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
- c. Retain a different contractor to complete the Services; and/or
- d. Charge Contractor the difference between the cost to complete the Services that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the Services.

Any failure on the part of City to give notice of Contractor's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

8.9 Claims by Contractor. Claims, as that term is defined in California Public Contract Code Section 9204, by Contractor and, where applicable, any subcontractor, in connection with a public works project shall be subject to the mediation procedure in California Public Contract Code Section 9204.

## SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Documents and Data. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents, and other materials plans, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium (the “Documents and Materials”) prepared or caused to be prepared by Contractor, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Administrator or upon the expiration or termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Documents and Materials hereunder. Any use, reuse or assignment of such completed Documents and Materials for other projects and/or use of uncompleted documents without specific written authorization by Contractor will be at City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, revise, or assignment. Contractor may retain copies of such Documents and Materials for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any Documents and Materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in the Documents and Materials. Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for the Documents and Materials the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all of the Documents and Materials. Contractor makes no such representation and warranty in regard to the Documents and Materials which were prepared by design professionals other than Contractor or provided to Contractor by City. City shall not be limited in any way in its use of the Documents and Materials at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

9.3 Records. Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports (including but not limited to payroll reports), studies, or other documents relating to the disbursements charged to City and the Services performed hereunder (the “Books and Records”), as shall be necessary to perform the Services required by this Agreement and enable the Contract Administrator to evaluate the performance of such Services. Any and all such Books and Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Administrator shall have full and free access to such Books and Records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and

transcripts from such Books and Records. Such Books and Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Books and Records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the Books and Records may be given to City, and access shall be provided by Contractor's successor in interest. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

9.4 Reports. Contractor shall periodically prepare and submit to the Contract Administrator such reports concerning the performance of the Services required by this Agreement as the Contract Administrator shall require. Contractor hereby acknowledges that City is greatly concerned about the cost of the Services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Administrator of said fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

9.5 Confidentiality. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law. Contractor, its officers, employees, agents, or subcontractors, shall not, without prior written authorization from the Contract Administrator or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. If Contractor, or any officer, employee, agent, or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any Claims caused by or incurred as a result of Contractor's conduct. Contractor shall promptly notify City should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Response to a subpoena or court order shall not be considered a voluntary disclosure so long as Contractor gives City notice of such court order or subpoena as

provided herein. Contractor understands and agrees that it may be required to provide documents to the City to be produced in response to a Public Records Act request.

## **SECTION 10. MISCELLANEOUS PROVISIONS.**

10.1 Attorneys' Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Subsection shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Contractor Principals and Representatives. The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability, and reputation of the Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, «Staff\_Contact», «Staff\_Title» (“Contract Administrator”). All correspondence shall be directed to or through the Contract Administrator or his designee. It shall be Contractor’s responsibility to assure that the Contract Administrator is kept informed of the progress of the performance of the Services and Contractor shall refer any decisions which must be made by City to the Contract Administrator. Unless otherwise provided by applicable law, the Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Contractor shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Contractor shall be sent to:

West Coast Arborists, Inc.  
 Attn: Patrick Mahoney, President  
 2200 E. Via Burton  
 Anaheim, CA 92806

Any written notice to City shall be sent to the Contract Administrator at:

City of Yorba Linda  
 4845 Casa Loma Ave  
 Yorba Linda, CA 92886  
 Attn: Jesse Gutierrez, Assessment District Manager

With a copy to:

City Clerk

City of Yorba Linda  
4845 Casa Loma Ave  
Yorba Linda, CA 92886

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

10.10 Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

10.11 Integration, Interpretation. This Agreement, including Exhibits A and B, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.13 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

10.14 Nondiscrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.15 No Third Party Beneficiaries. There are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.16 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

10.17 No Undue Influence. Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Contractor, or from any officer, employee, or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.18 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

**CITY OF YORBA LINDA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
MARK A. PULONE  
CITY MANAGER

ATTEST:

\_\_\_\_\_  
Marcia Brown  
City Clerk

**CONTRACTOR:**

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Sunny Han, Finance Director

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:  
RUTAN & TUCKER LLP

\_\_\_\_\_  
Todd Litfin  
City Attorney

Two signatures are required if a corporation.

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS IDENTITY.

## EXHIBIT A

### SCOPE OF SERVICES

Services shall include Citywide Tree Maintenance services, including labor, materials, services and equipment is the total amount of all lump sum items and of all unit price sums, determined by multiplying the unit price for each item times the actual quantity of each such item, in the amount not to exceed **Four Million Sixty-Six Thousand One Hundred Fifty-One and 67/100 Dollars (\$4,066,151.67)** for the Three-Year and Seven-Month Agreement Term as follows: **Six Hundred Sixty-One Thousand Nine Hundred Thirty-One and 67/100 Dollars (\$661,931.67)** for the Seven-Month Period of Fiscal Year 2024-2025, **One Million One Hundred Thirty-Four Thousand Seven Hundred Forty Dollars (\$1,134,740.00)** for Fiscal Year 2025-2026, **One Million One Hundred Thirty-Four Thousand Seven Hundred Forty Dollars (\$1,134,740.00)** for Fiscal Year 2026-2027, and **One Million One Hundred Thirty-Four Thousand Seven Hundred Forty Dollars (\$1,134,740.00)** for Fiscal Year 2027-2028, as further detailed in the attached pages (if any). If the Services include Services pursuant to a request for proposals or bid, the Services shall include the work contemplated by the entire “Bid Package” or “Request for Proposals” for the Services, including all plans, addenda, documentation, and specifications attached thereto. A copy of the Bid Package and/or Request for Proposals, as applicable shall be retained with a copy of this Agreement. Contractor shall keep a copy of the same for at least three (3) years following termination of this Agreement.

**[ATTACH BID PACKAGE / SCOPE OF WORK]**



September 30, 2024

City of Yorba Linda  
**Attn: Jesse Gutierrez**  
4845 Casa Loma Avenue  
Yorba Linda, CA 92886

**RE: RFP: Citywide Tree Maintenance Services**  
**Due: Tuesday, October 1, 2024 at 2:00PM**

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) the opportunity to submit a proposal for tree maintenance services for the City of Yorba Linda. WCA is a family-owned and operated company employing over 1,200 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability. We hereby acknowledge receipt of Addendums 1, 2, and 3.

WCA's corporate values include listening to customers and employees to help improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees, we are able to provide 'gold standard' tree care services. WCA's top management team has created a culture where employees become accountable for actions and results. Our Tree Care Industry Association (TCIA) company-wide accreditation is evidence of the commitment WCA has to our safety and training programs, customer satisfaction and our capacity to maintain industry standards.

WCA has a 52-year track record of working for more than 350 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service), Class C27 (Landscaping), Class C49 (Tree and Palm), and Class C31 (Traffic Control). We currently employ over 95 Certified Arborists and over 155 Certified Tree workers, as recognized by the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. All work will be performed in-house; no subcontractors will be used.

Our employees will operate from our Anaheim Office located at 2200 E. Via Burton, Anaheim, CA 92806. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Business Development, at (714) 991-1900 or at [vgonzalez@wcainc.com](mailto:vgonzalez@wcainc.com). Mario Gonzalez, Area Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (714) 404-2997 or [mariogonzalez@wcainc.com](mailto:mariogonzalez@wcainc.com).

Sincerely,

Patrick Mahoney, President

# Bid Documents

## **7. BID DOCUMENTS AND SUBMITTALS**

7.1 Proposal

7.2 Bid Bond

7.3 Non collusion Affidavit

7.4 Experience Statement

7.5 Bid Schedule/ Unit Cost Sheet

7.6 Contractor Questionnaire

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**PROPOSAL  
FOR  
CITYWIDE TREE MAINTENANCE SERVICES,  
WITHIN THE CITY OF YORBA LINDA  
[MULTI-YEAR CONTRACT]**

TO CITY OF YORBA LINDA, as AGENCY:

In accordance with AGENCY's "Notice Inviting Sealed Bids", the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to CITY of the Bid Bond accompanying this proposal.

BIDDER understands that a bid is required for the entire work, which the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

**LICENSE REQUIREMENT: The Contractor must possess valid C-61/D-49 or C-49; and C-27 licenses to perform the work herein described prior to award of contract.**

BIDDER agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before commencing the performance of this Contract if awarded to it.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

BIDDER'S ENTITY NAME West Coast Arborists, Inc. DATE September 25, 2024

BIDDER'S ADDRESS:

2200 E. Via Burton

BY Patrick Mahoney

(Print Name)

Anaheim, CA 92806

(Signature)

TELEPHONE NO. (714) 991-1900

TITLE President

State of California )

County of orange )

Subscribed and sworn to (or affirmed) before me on this 25th day of September, 2024, by Patrick Mahoney, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Sarah Madrid  
(Signature of Notary Public) Sarah Madrid

(Notary Seal)



**BIDDER'S ENTITY INFORMATION**

BIDDER certifies that the following information is true and correct:

Bidder's Name West Coast Arborists, Inc. Telephone (714) 991-1900

Bidder's Business Address 2200 E. Via Burton, Anaheim, CA 92806

State CONTRACTOR'S License. No. 366764 Issued 12/13/1978 Expires 12/31/2024

Class (C-27) Number: 366764 Issued 12/13/1978 Expires 12/31/2024  
("Landscaping Contractor")

Class (C-49) Number: 366764 Issued 12/13/1978 Expires 12/31/2024  
("Tree and Palm Contractor")

Class (C-61/D49) Number: 366764 Issued 12/13/1978 Expires 12/31/2024  
("Limited Specialty Contractor" with "Tree Contractor" Designation)

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

Patrick Mahoney, President Richard Mahoney, Secretary

Rose Epperson, Treasurer

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

N/A

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows: N/A

State of California )  
County of Orange )

Subscribed and sworn to (or affirmed) before me on this 25th day of September, 2024, by Patrick Mahoney, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

By) Patrick Mahoney  
(Print Name)

[Signature]  
(Signature)

Title President

[Signature] sarah madrid  
(Signature of Notary Public)

Date September 25, 2024



(Notary Seal)

LIST OF SUBCONTRACTORS:

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Name NONE TO BE USED.  
Address \_\_\_\_\_  
License No. and Class \_\_\_\_\_  
Percent of Total Contract \_\_\_\_\_  
Specific Items of Work \_\_\_\_\_  
Percentage of Annual Contract Work Being Performed: \_\_\_\_\_

Subcontractor Name NONE TO BE USED.  
Address \_\_\_\_\_  
License No. and Class \_\_\_\_\_  
Percent of Total Contract \_\_\_\_\_  
Specific Items of Work \_\_\_\_\_  
Percentage of Annual Contract Work Being Performed: \_\_\_\_\_

Subcontractor Name NONE TO BE USED.  
Address \_\_\_\_\_  
License No. and Class \_\_\_\_\_  
Percent of Total Contract \_\_\_\_\_  
Specific Items of Work \_\_\_\_\_  
Percentage of Annual Contract Work Being Performed: \_\_\_\_\_

Subcontractor Name NONE TO BE USED.  
Address \_\_\_\_\_  
License No. and Class \_\_\_\_\_  
Percent of Total Contract \_\_\_\_\_  
Specific Items of Work \_\_\_\_\_  
Percentage of Annual Contract Work Being Performed: \_\_\_\_\_

BIDDER'S ENTITY NAME: West Coast Arborists, Inc.

REFERENCES

The following are the names, addresses, and telephone numbers for three (3) public agencies for which BIDDER has performed similar work within the past two years:

AGENCY Name City of Fullerton  
Address 1580 W. Commonwealth Ave., Fullerton, CA 92832  
Telephone No. 714-926-2188 Contact: Julio Jacobo, Urban Forestry Supervisor  
Description of Work Annual tree maintenance services as-needed.

AGENCY Name City of Anaheim  
Address 400 E. Vermont Ave., Anaheim, CA 92805  
Telephone No. 714-765-6860 Contact: Dan Debassio, Public Works Superintendent  
Description of Work Annual tree maintenance services as-needed for City and Utility Dept.

AGENCY Name City of La Habra  
Address 621 W. Lambert Rd., La Habra, CA 90631  
Telephone No. 562-383-8417 Contact: Richard Arroyas, City Inspector  
Description of Work Annual tree maintenance services as-needed.

DESIGNATION OF SURETIES

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Name Arch Insurance Company  
Address 3 Parkway, Suite 1500 Philadelphia, PA 19102  
Telephone No. Rosa Rivas (949) 608-6348

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_

CONTRACTOR'S LICENSING STATEMENT

BIDDER certifies that the following is true and correct. The undersigned is licensed in accordance with the laws of the State of California providing for the registration of CONTRACTORS.

CONTRACTOR'S License Numbers – C-27 366764 C-49 366764  
C-61/D-49 366764

Name of Individual CONTRACTOR (Print or type):

N/A

Signature of Owner(s) N/A

Business Address N/A

or

Name of Company N/A

Business Address N/A

Officers:

Name N/A Title \_\_\_\_\_

Name N/A Title \_\_\_\_\_

Name N/A Title \_\_\_\_\_

or

Name of Corporation West Coast Arborists, Inc.

Business Address 2200 E. Via Burton, Anaheim, CA 92806

Corporation organized under the laws of the State of California

State of California )  
County of Orange )

Subscribed and sworn to (or affirmed) before me on this 25th day of September, 2024, by Patrick Mahoney and Richard Mahoney, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

[Signature]  
Signature of President of Corp./Company

[Signature]  
Signature of Secretary of Corp./Company  
(Seal)

[Signature]  
(Signature of Notary Public) Sarah Madrid  
(Notary Seal)



EXHIBIT B

BID BOND  
(PAGE 1 OF 2)

CITY OF YORBA LINDA

BID BOND

CITYWIDE TREE MAINTENANCE SERVICES,  
WITHIN THE CITY OF YORBA LINDA

[MULTI-YEAR CONTRACT]

KNOW ALL MEN BY THESE PRESENTS that, West Coast Arborists, Inc. as  
CONTRACTOR, and Arch Insurance Company, SURETY, are held and  
firmly bound unto the **City of Yorba Linda**, as AGENCY, in the penal sum of  
Ten Percent of the Total Amount Bid (\$ 10% of the Total Amount Bid), which is ten (10%)  
of the bid amount for the above stated project, for the payment of which sums, CONTRACTOR  
and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been  
awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above  
stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract  
documents in the manner and time specified therein, then this obligation shall be null and void,  
otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations  
in the obligations or time for completion made pursuant to the terms of the contract documents  
shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is  
hereby waived by SURETY.

WITNESS our hands this 24th day of September, 2024.

West Coast Arborists, Inc.  
CONTRACTOR (CORPORATION)-TYPE

(SEAL)

By: [Signature]  
Patrick Mahoney, President

By: [Signature]  
Richard Mahoney, Secretary/Treasurer



**EXPERIENCE STATEMENT**

**CITYWIDE TREE MAINTENANCE SERVICES,  
WITHIN THE CITY OF YORBA LINDA**

**[MULTI-YEAR CONTRACT]**

Pursuant to **PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in urban tree maintenance of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Contractor must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The Contractor must be properly licensed to perform the work in this project as determined by the State Contractor's License Board.

Project Title: Tree Maintenance Services Client: City of Huntington Beach

Date: 2007 - Current Project Value: \$1,500,000 Contact: Gilbert Brito Tel # 714-315-2838

Description: WCA provides complete urban forestry management for more than 60,000 trees,  
including tree pruning, removals, planting, and emergency services.

Subject to Federal Labor Standards: Yes \_\_\_ No X

Project Title: Arborist and Tree Maintenance Services Client: City of Garden Grove

Date: 1996 - Current Project Value: \$920,000 Contact: Aaron Hansen Tel # 714-719-0034

Description: WCA provides as-needed tree maintenance services including tree pruning, removals,  
planting, and emergency services.

Subject to Federal Labor Standards: Yes \_\_\_ No X

**EXPERIENCE STATEMENT (Continued)**

**CITYWIDE TREE MAINTENANCE SERVICES,  
WITHIN THE CITY OF YORBA LINDA**

**[MULTI-YEAR CONTRACT]**

Project Title: Citywide Tree Maintenance Services Client: City of Chino Hills  
 Date: 1999 - Current Project Value: \$1,400,000 Contact: Luther Martin Tel # 909-364-2849  
 Description: WCA provides annual tree maintenance services Citywide including tree pruning,  
removals, planting, and emergency services.

Subject to Federal Labor Standards: Yes \_\_\_ No X

Project Title: Tree Maintenance Services Client: City of Whittier  
 Date: 2005 - Current Project Value: \$1,700,000 Contact: Wayne McBurney Tel # 562-464-3375  
 Description: WCA provides complete urban forestry management for more than 20,000 trees,  
including tree pruning, removals, planting, and emergency services.

Subject to Federal Labor Standards: Yes \_\_\_ No X

Contractor's work hazard history statistics:

List the Firms Experience Modification Rate (EMR) as assigned by the Workers' Compensation Insurance Rating Bureau for the years requested:

EMR – 2023 86 %  
 EMR – 2022 80 %  
 EMR – 2021 99 %

Contractor's Key Staff:

Title	Name	License/ Certificate No.	Since	Expires
ISA Certified Arborist	Mario Gonzalez	WE-13119A	08/25/20	12/31/25
ISA Certified Arborist	Nick Alago	WE-4396AU	10/18/03	06/30/26
ISA Certified Arborist	Andrew Pineda	WE-12738A	09/14/19	12/31/25
Board Certified Arborist	Tim Crothers	WE-7655BUM	03/04/17	06/30/26
ISA Certified Tree Worker	Adan Rodriguez	WE-11281T	01/23/93	06/30/26
ISA Certified Tree Worker	Candelario Priego	WE-12781T	09/14/19	12/31/25
ISA Certified Tree Worker	Eduardo Avila	WE-10812T	07/25/92	06/30/25
Pest Control Bus. License	West Coast Arborists, Inc.	No. 39575	01/01/24	12/31/25
Pest Control Advisor Lic.	Kelly Parkins	PCA# 74466	01/01/24	12/31/25
Qualified Applicator Cert.	Jose Felix Gonzalez	QAL# 142620	01/01/24	12/31/24
Utility Specialist	Nick Alago	WE-4396AU	10/18/03	06/30/26

If TMC has additional license/certificate holders, list them on a separate sheet

I declare under penalty of perjury under the laws of the State of California that all of the representations made in the **EXPERIENCE STATEMENT** are true and correct. Executed this 25th day of September, 2024, at Anaheim, California.

Patrick Mahoney, President  
Authorized Representative Signature and Title

State of California )  
County of orange )

Subscribed and sworn to (or affirmed) before me on this 25th day of September, 2024, by Patrick Mahoney, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Sarah Madrid  
(Signature of Notary Public) Sarah Madrid

(Notary Seal)



BIDDER'S NAME West Coast Arborists, Inc.

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**BID SCHEDULE  
(UNIT COST SHEET)**

**CITYWIDE TREE MAINTENANCE SERVICES,  
WITHIN THE CITY OF YORBA LINDA**

The undersigned certifies that all documents related to this proposal have been read and understands all terms and conditions related thereto; in conformity with the terms and conditions the undersigned does hereby propose to the City of Yorba Linda the following:

- I. **PROPOSALS:** Citywide Tree Maintenance Services within the City of Yorba Linda, Orange County, California.

The Contractor shall provide unit prices for all items listed on this bid sheet (01-30). Unit prices are separated into two sub-categories (Annual Grid Trim Services; and Extra Work/Supplemental Services). These categories are delineated for tracking purposes; however, the aggregate "GRAND TOTAL BID AMOUNT" shall be inclusive of all items (01-30) prices per year, and will be used to determine the bid amount.

The Unit Price, when multiplied by the proscribed number of trees to trim (or other unit of measurement for extra/supplemental work categories), will add up to the Total Price per year for each service included, which will then add up to the Total Annual Cost. Unit Prices will prevail whenever there is a discrepancy in price. Unit prices submitted in bid shall be for fixed for the initial term of an awarded contract (**Three-Years and Seven Months**).

**ANNUAL GRID TRIM SERVICES (ESTIMATED QUANTITIES)**

	<u>Unit Price</u>	<u># of Units</u>	<u>Total Price per Year for Grid Trim Services</u>
<b>01</b>	\$ <u>44.00</u>	/ 0 – 12" DBH x 2,500 trees	\$ <u>110,000.00</u> /year
<b>02</b>	\$ <u>78.00</u>	/ 13 – 18" DBH x 2,000 trees	\$ <u>156,000.00</u> /year
<b>03</b>	\$ <u>78.00</u>	/ 19 – 24" DBH x 3,000 trees	\$ <u>234,000.00</u> /year
<b>04</b>	\$ <u>155.00</u>	/ 25"+ DBH x 1,500 trees	\$ <u>232,500.00</u> /year
<b>05</b>	\$ <u>124.00</u>	/ Palm Trimming x 150 trees	\$ <u>18,600.00</u> /year

**Cost for Tree Trimming (Annual Grid Trim):**

**Subtotal for lines 01 – 05      \$ 751,100.00 / year**

**EXHIBIT A**

**EXTRA WORK/SUPPLEMENTAL SERVICES**  
(Not Guaranteed Work)

This contract requires that the Contractor maintains adequate labor and equipment resources to accomplish functions including, but not limited to those included in the Extra Work Duties listed below. The cost basis for all extra work shall be with all tools, equipment, traffic control, materials and labor supplied.

**Tree Removal – Street / parkway, include grinding of stump and clean-up.**

<b>06</b>	0 – 12" DBH	\$ <u>49.00</u> /DBH x 100 DBH	\$ <u>4,900.00</u> /year
<b>07</b>	13 – 18" DBH	\$ <u>49.00</u> /DBH x 200 DBH	\$ <u>9,800.00</u> /year
<b>08</b>	19 – 24" DBH	\$ <u>49.00</u> /DBH x 300 DBH	\$ <u>14,700.00</u> /year
<b>09</b>	25"+ DBH	\$ <u>54.00</u> /DBH x 400 DBH	\$ <u>21,600.00</u> /year

**Tree Removal – Slope, flush-cut and clean-up.**

<b>10</b>	0 – 12" DBH	\$ <u>49.00</u> /DBH x 100 DBH	\$ <u>4,900.00</u> /year
<b>11</b>	13 – 18" DBH	\$ <u>49.00</u> /DBH x 200 DBH	\$ <u>9,800.00</u> /year
<b>12</b>	19 – 24" DBH	\$ <u>49.00</u> /DBH x 300 DBH	\$ <u>14,700.00</u> /year
<b>13</b>	25"+ DBH	\$ <u>54.00</u> /DBH x 400 DBH	\$ <u>21,600.00</u> /year

**Tree Stump Grinding – Mechanical grinding of tree stump**

<b>14</b>	Per DBH	\$ <u>19.00</u> /DBH x 250 DBH	\$ <u>4,750.00</u> /year
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**Palm Tree Skinning – removal of dead bark or fronds from the trunk of palm trees.**

<b>15</b>	Per 1'-0" FT	\$ <u>19.00</u> / FT x 100 FT	\$ <u>1,900.00</u> /year
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**Service Request Trim – Crew w/ Bucket Truck to complete minor trimming Includes clean-up/disposal.**

**16** Service Request Prune: Property line, trail clearance (heading back selected branches only).

\$ 164.00 / service per tree x 200 trees \$ 32,800.00 /year

**17** Service Request Full Prune: Full grid trim, out of normal sequence.

\$ 164.00 / service per tree x 200 trees \$ 32,800.00 /year

**18** Service Request Response: Removal of individual broken limbs (hangers, clean up trunk also).

\$ 164.00 / service per tree x 25 trees \$ 4,100.00 /year

**Emergency Response:** cost per hour (travel time from vendor's yard is chargeable after hours and outside the City)

**19** Three-member crew equipped for inclement weather, tools, chipper truck with appropriate lighting.

\$ 375.00 / per hour x 50 hours \$ 18,750.00 /year

**20** Five-member crew as above w/ roll-off, loader to clear larger quantities of debris quickly.

\$ 625.00 / per hour x 50 hours \$ 31,250.00 /year

**Rental Crew** – Cost per hour –crew for miscellaneous trimming.

**21** Three-member crew with all tools, equipment, clean up, and disposal.

\$ 270.00 / per hour x 100 hours \$ 27,000.00 /year

**22** Five-member crew with all tools, equipment, roll-off, loader, clean up and disposal.

\$ 450.00 / per hour x 150 hours \$ 67,500.00 /year

**Tree Planting** – Install trees with 3 stakes/ties or Guy for Multi Trunk Trees, all tools and equipment, earthen basin, and water in.

**23** Plant a 15-gallon tree with (22) Tri C Myco Tabs in backfill.

\$ 150.00 / per tree x 50 trees \$ 7,500.00 /year

**24** Plant a 15-gallon tree in a sidewalk cut-out, fertilize as above; install irrigation chimney w/ ¾ gravel.

\$ 250.00 / per tree x 10 trees \$ 2,500.00 /year

**25** Plant a 24" boxed tree with (28) Tri C Myco Tabs in backfill.

\$ 350.00 / per tree x 100 trees \$ 35,000.00 /year

**26** Plant a 36" boxed tree with (34) Tri C Myco Tabs in backfill.

\$ 1,000.00 / per tree x 5 trees \$ 5,000.00 /

**27** Plant a 48" boxed tree with (40) Tri C Myco Tabs in backfill.

\$ 1,900.00 / per tree x 2 trees                      \$ 3,800.00 /year

**Manual Tree Irrigation** – Includes cost of water

**28** Irrigate trees with a water truck/trailer (hourly).

\$ 90.00 / per hour x 1 hour                      \$ 90.00 /year

**29** Irrigate trees with a water truck/trailer (daily).

\$ 900.00 / per day x 1 day                      \$ 900.00 /year

**Consultation** – Field review of tree(s) and preparation of an Arborists Report

**30** Arborist Services \$ 150.00 / per hour x 40 hours                      \$ 6,000.00 /year

**Cost for Supplemental/Extra Work:**

**Subtotal for lines 06 – 30**                      \$ 383,640.00 / year

**GRAND TOTAL BID AMOUNT (PER YEAR) WRITTEN IN FIGURES:**

\$ 1,134,740.00 (grand total for lines 01 - 30)

**GRAND TOTAL BID AMOUNT (PER YEAR) WRITTEN IN WORDS:**

One Million One Hundred Thirty-Four Thousand Seven Hundred Forty Dollars

and 00/100

**Bidder's Name :** West Coast Arborists, Inc.

II. **BID PRICE:** Total bid price shall include all labor services, materials, tools, equipment, supplies, transportation, and all other items and facilities necessary to complete this contract. The lowest responsive bidder shall be determined by the lowest responsive bid on the Grand Total Bid Amount. Estimated quantities are not guaranteed and City reserves the right to award an amount less than the total bid price and reduced quantities based upon actual work required and or budget available “unit rates are guaranteed”. All contractors are to prepare their own cost estimate and fill in all blank spaces on the bid sheet and questionnaire. The City of Yorba Linda is not responsible for the contractor’s cost estimate.

Please Note: Budget cuts and monetary adjustments by Federal, State, County, or City governments may seriously affect the level of service for this contract. Contractor agrees to adjust the level of service without changing other contract conditions herein, if notified to do so within a reasonable time period.

IV. **BONDS AND INSURANCE:** Upon contract commencement, and prior to work commencement, contractor shall furnish a faithful performance bond in an amount not less than one hundred percent (100%) of the total amount of the bid price named in the contract, and a labor and material bond not less than one hundred percent (100%) of the total amount of the bid price named in the contract. Said bonds shall be in the form of the sample bond included in these documents. Only bonds issued by companies that are admitted to do business in the State of California will be accepted.

Contractor shall provide the City with insurance certificates prior to work commencement as set forth in the contract document included herein.

V. **TERMS AND CONDITIONS:** Payment Terms: Net 30 days after receipt of approved invoices.

VI. **REMARKS:**

N/A

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BIDDER'S ENTITY NAME: West Coast Arborists, Inc.

**CONTRACTOR QUESTIONNAIRE**

I (Bidder's Representative) have seen the project area for this contract upon which I am bidding.

Yes X No \_\_\_\_\_

I (Bidder's Representative) have read and reviewed the Form Contract Services Agreement and Bond Forms in SECTION 8 and understand the Contract requirements:

Yes X No \_\_\_\_\_

Contractor's Department of Industrial Relations (DIR) Employer Registration Number: 1000000956

**Contractor Contact Profile**

Print Name:

Patrick Mahoney, President

Signature:



Firm Name:

West Coast Arborists, Inc.

Address:

2200 E. Via Burton

City: Anaheim

Zip: 92806

Phone: 714-991-1900

Date: 09/25/24

[CONTINTUED ON FOLLOWING PAGE]

**SUPPORT FACILITIES/RESOURCES**

Give the address of the Bidder's yard from which crews will be assigned.

2200 E. Via Burton, Anaheim, CA 92806

Give the address of the Bidder's primary office.

2200 E. Via Burton, Anaheim, CA 92806

What communication system will you use on this contract to communicate between field and office? WCA provides smart phones to all field employees to make phone calls, send emails, and send text messages as needed.

What telephone number(s) is available for emergency response? 866-546-2369

Is this an employee of the Bidder (Contractor) or an answering service?

Employee

If the City is to call individuals for EMERGENCY responses, list them here (10 required), in order to be called:

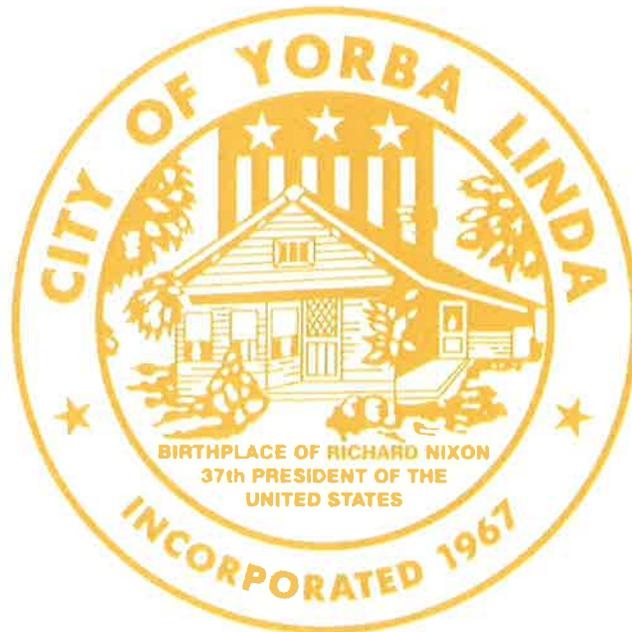
1. Emergency Limb Down  
Ph. # 866-546-2369
2. Adan Rodriguez, Foreman  
Ph. # 714-822-5441
3. Pedro Cuevas, Foreman  
Ph. # 714-715-0802
4. Joel Rivera, Foreman  
Ph. # 714-348-4497
5. Argelio Resendiz, Foreman  
Ph. # 714-353-8156
6. Candelario Priego, Foreman  
Ph. # 714-406-8438
7. Mario Gonzalez, Area Manager  
Ph. # 714-404-2997
8. Juan Marquez, Area Supervisor  
Ph. # 714-620-4489
9. Kris Burbidge, Area Manager  
Ph. # 714-920-0567
10. John Pineda, Area Manager  
Ph. # 714-713-0746

**CITY of YORBA LINDA**

# **ADDENDUM NO. 1**

**TO**

**NOTICE INVITING BIDS  
(SPECIFICATIONS)**



**CITYWIDE TREE MAINTENANCE SERVICES,  
WITHIN THE CITY OF YORBA LINDA**

**NIB Circulation Date:  
September 5, 2024**

**Addendum No.1 Circulation Date:  
September 18, 2024**

This Addendum forms a part of the Contract Documents for the above-identified project and modifies the original Specifications, Plans, and Contract Documents, as noted below. Portions of the Contract and bid documents, not specifically mentioned in this Addendum, remain in force. All prospective bidders affected shall be fully advised of these changes, deletions, and additions. Any proposal not incorporating this Addendum shall be considered as an incomplete bid.

**CHANGES TO NOTICE INVITING BIDS:**

Answers to Questions. Prospective bidder questions (1-20) submitted to the City in accordance with the solicitation documents and their associated answers from the City are included on Pages 3 through 6 of this Addendum No. 1.

**BID DOCUMENTS:**

A. For clarification purposes related to Bid Line Items 16, 17, 18, 19 and 20, (found within the Specification document “Bid Documents” Section under the subsection “Bid Schedules”) Bid Document Pages 14 and 15 are hereby replaced in their entirety with **Exhibit A** (2-Pages) of this Addendum No. 1 attached herein. Prospective bidders must replace bid documents pages 14 and 15 with the attached Exhibit A to be considered a responsive bidder.

**Note:** While replacing the entirety of Specification Document Bid Documents Section Pages 14 and 15 for convenience during bid preparation, bidder should note that only bid line item’s number 16, 17, 18, 19 and 20 are being modified, to clarify the bidding unit of measurement.

This Addendum No. 1 consists of these nine (9) pages outlining prospective bidder questions and City responses, changes to the bid/contract documents, and the Addendum Receipt Certification. **Any bid not containing the Addendum Receipt Certification will be considered an incomplete proposal and will not be opened.**

09/18/2024

Date



Jesse Gutierrez, Assessment District Manager

**ALL PROPOSERS MUST ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 IN THE SUBMITTED BID. ACKNOWLEDGEMENT SHALL BE MADE BY BIDDER BY COMPLETING, SIGNING AND SUBMITTING THE “RECEIPT CERTIFICATION” FOUND ON PAGE 9 OF THIS ADDENDUM WITH SUBMITTED BID DOCUMENTS FAILURE TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WILL RESULT IN DISQUALIFICATION OF THE BID.**

## **QUESTIONS and RESPONSES:**

*The numbered items below represent questions emailed to the City of Yorba Linda in accordance with the process listed in the Notice Inviting Bids for the City's Invitation for Bids for "CITYWIDE TREE MAINTENANCE SERVICES". City responses to each question are provided below the numbered questions, preceded with RED text. Supplemental information, including additional forms, etc., are provided at the end of this document and are identified as "Exhibits" with numbers that correlate with the question numbers.*

1. I have one question for the project in Yorba Linda. If the estimator wants to have a walk through the area, is there anyone there that would be able to go around and show them?

**CITY RESPONSE:** Since the scope of work area is Citywide, it is not feasible for our staff to provide a walk around. However, the following hyperlink (<https://webgis.yorbalindaca.gov/portal/apps/webappviewer/index.html?id=4926efdc3c7b4947858c38b4b9b8b298>) shows the approximate GIS location of the current tree inventory that would be subject to service under an awarded contract.

2. Can you tell me which contractors received this email? [Pertaining to a notice for the invitation for bids related to the Citywide Tree Maintenance Services solicitation].

**CITY RESPONSE:** The following entities (or their representatives) were provided an email regarding the City advertising an IFB for Citywide Tree Maintenance Services: Brightview, Golden West Arbor Services, Staygreen, B and J Tree Services, Great Scott Tree Care, West Coast Arborists, JBS Tree Care, United Pacific Services, Park West, Parkwood, The Arbor Group, Mario Tree Services, Best Quality Tree Services, Elite Maintenance and Tree Service.

3. When do you anticipate the contract to start?

**CITY RESPONSE:** The anticipated contract start date is December 1, 2024.

4. Is the current contractor present during the whole trimming season now or do they come in and out of the city?

**CITY RESPONSE:** The current contractor is largely present during the entirety of the trimming season, dependent upon the volume of work requested. Contractor dispatches several crews of trimmers to accommodate the annual grid trim deadline and facilitate the completion of additional service requests such as but not limited to scheduled tree removals, tree trimming, and emergency response.

5. [Section] 4.1 States grid work to be completed September to March. Is there any summer trimming outside of the (ie. Palms, corals etc) and how many are there?

**CITY RESPONSE:** For a standard contract-year the majority of trimming is anticipated to occur between September and March; however, some service request work, barring any nesting birds or impact to wildlife, may occur outside of the peak season dependent upon the needs of the City (especially for non-grid trimming/ non-routine service requests). Palm trimming, as directed by the City, may occur outside of the standard window and approximately 150 Palm Trees are to be trimmed annually.

6. [Section] 4.11 Will encroachment permits be provided by the city?

**CITY RESPONSE:** Encroachment permits will be issued as appropriate by the City for work performed under this contract.

7. [Section] 4.12 Will certified tree workers documentation at contract start suffice?

**CITY RESPONSE:** Certified tree worker certification information must be provided as a part of the bid packet (see Bid Documents Section Page 11).

8. [Section] 4.12 Verify the BCMA may be subcontracted?

**CITY RESPONSE:** Subcontracted Board Certified Master Arborist (BCMA) staff is not prohibited, providing that the subcontracted professional complies with all other stipulations noted within the specifications and contract documents.

9. [Section] 5.1.6 Will the current inventory be provided via shape file to the awarded TMC before contract start?

**CITY RESPONSE:** The Tree Maintenance Contractor (TMC) may be provided the existing/current tree inventory; however, the City does not guarantee the file type or format of the provided inventory. Additionally, provision of the existing inventory does not absolve the TMC from the obligation to provide a "new" inventory per the specifications.

10. [Section] 5.3.5 If planting is requested there is no mention of watering, except for at planting, or warranty information. Please explain the expectation for watering newly planted trees and the warranty period?

**CITY RESPONSE:** Consistent with Section 4.3.2 and the draft agreement within the specifications, the warranty period for TMC planted trees shall be for one year after completion of planting. The majority of trees are planted in areas with existing irrigation infrastructure. Typically, staff will extend a bubbler to the tree during the establishment period. It is the responsibility of the TMC to inspect the tree and ensure that it is properly irrigated and inform staff of any deficiencies.

11. The bid sheets asks for water truck hours. Approximately how many trees are getting watered a week now?

**CITY RESPONSE:** There is no standard number of trees currently being watered on a weekly basis. As indicated by the low number of units included in the bid schedule for watering, there is a low projection for need of this service; however, the City may require this service on an as needed basis for supplemental work.

12. What information will the City of Yorba Linda provide the selected TMC to produce a complete new inventory for the City?

**CITY RESPONSE:** The City will provide the TMC with the existing citywide tree inventory and associated files for reference in order to showcase the expectations for the new inventory to be provided.

13. Can the selected TMC use your existing inventory for a reference?

**CITY RESPONSE:** Yes. The City will make the existing inventory available to the TMC for reference.

14. Could you please summarize all significant changes between the March IFB and the current IFB?

**CITY RESPONSE:** It should be noted that the prior [March] Invitation for Bids (IFB) for Citywide Tree Maintenance Services is separate and unique from the current procurement. Please respond accordingly to the current bid documents.

15. Will the low bid be determined based on the cost for Tree Trimming (Annual Grid Trim): Subtotal for Lines 01-05, or will it be based on the Grand Total Bid Amount (Per Year): All Lines 01-30?

**CITY RESPONSE:** As noted in Section II of the Bid Documents (Bid Documents Page 17), "The lowest responsive bidder shall be determined by the lowest responsive bid on the Grand Total Bid Amount." As noted in Section I of the Bid Documents (Bid Documents Page 13), The Grand Total Bid Amount "shall be inclusive of all items (01-30) prices per year, and will be used to determine the bid amount."

16. Items 16-18 in the Service Request Trim have changed the unit of measure from "Callouts" to "Hours." Since we are pricing this "Per Tree," shouldn't the unit be listed as "Callout" instead, considering that trimming a tree can vary in time?

**CITY RESPONSE:** Bid line items number 16, 17 and 18 are measured on a "per tree" basis. Clarification pertaining to the unit of measurement is provided in the attached "Exhibit A" included as a part of this addendum. Prospective bidders must replace existing Bid Documents Section Pages 14 and 15 with the attached **Exhibit A**.

17. In the Emergency Response section of the Bid Schedule, we are instructed to provide the unit price per hour. However, line items 19 and 20 list the unit as "per service event." Can you confirm that we should provide an hourly rate? If so, should the hourly price be based on a 1-man crew, 2-man crew, 3-man crew, etc.? For consistency, I suggest using the same format as in Addendum No. 2 from the March IFB.

**CITY RESPONSE:** Bid line Items number 19 and 20 represent three (3) and five (5) member crews respectively, each inclusive of all listed necessary tools, equipment, etc. Bidders should list the "cost per hour" for the entire respective crew. The hourly cost should be listed for each of the line items in question. Clarification is provided in the attached "Exhibit A" included as a part of this

addendum. Prospective bidders must replace existing Bid Documents Section Pages 14 and 15 with the attached **Exhibit A**.

18. To avoid redundant questions, could you please include all relevant Q&A from the March IFB in this response?

**CITY RESPONSE:** It should be noted that the prior [March] Invitation for Bids (IFB) for Citywide Tree Maintenance Services is separate and unique from the current procurement. Bidders should utilize only the current IFB documents and specifications when preparing a bid. The prior question and answer component (which was established as an addendum) can be made available by the City Clerk as a matter of public record.

19. The specs call for updated inventory, will the contractor be paid for this service?

**CITY RESPONSE:** Per the Performance Measurements/Specifications Section 5.1.1a (PM Section Page 2), "The cost of this effort is to be incorporated into the unit cost for production trimming; no additional payment will be made for this work."

20. Sections 4.13.4, 5.2.5a, 5.2.8, and 5.2.9 of the NIB outline the City's representative's authority to direct or request the tree maintenance contractor to provide "heavier trimming at no additional cost to the City." However, the term "heavier trimming" lacks clarity and specificity, especially considering the diversity in tree species and sizes. Could the City provide specific parameters defining what constitutes "heavier trimming"?

**CITY RESPONSE:** The intent of this verbiage is to denote that special circumstances may arise during the course of standard trimming, and in such cases the City inspector may give direction to make minor, but necessary modifications to the standard trimming approach based upon the needs of the City. This verbiage allows for reasonable flexibility to address nuanced field conditions based upon special circumstances, without incurring additional, unreasonable cost to the City for variation of service in unique situations.

**[REST OF PAGE IS INTENTIONALLY LEFT BLANK]**

**EXHIBIT A**

**EXTRA WORK/SUPPLEMENTAL SERVICES**  
(Not Guaranteed Work)

This contract requires that the Contractor maintains adequate labor and equipment resources to accomplish functions including, but not limited to those included in the Extra Work Duties listed below. The cost basis for all extra work shall be with all tools, equipment, traffic control, materials and labor supplied.

**Tree Removal – Street / parkway, include grinding of stump and clean-up.**

- 06** 0 – 12" DBH \$ \_\_\_\_\_ /DBH x 100 DBH \$ \_\_\_\_\_ /year
- 07** 13 – 18" DBH \$ \_\_\_\_\_ /DBH x 200 DBH \$ \_\_\_\_\_ /year
- 08** 19 – 24" DBH \$ \_\_\_\_\_ /DBH x 300 DBH \$ \_\_\_\_\_ /year
- 09** 25"+ DBH \$ \_\_\_\_\_ /DBH x 400 DBH \$ \_\_\_\_\_ /year

**Tree Removal – Slope, flush-cut and clean-up.**

- 10** 0 – 12" DBH \$ \_\_\_\_\_ /DBH x 100 DBH \$ \_\_\_\_\_ /year
- 11** 13 – 18" DBH \$ \_\_\_\_\_ /DBH x 200 DBH \$ \_\_\_\_\_ /year
- 12** 19 – 24" DBH \$ \_\_\_\_\_ /DBH x 300 DBH \$ \_\_\_\_\_ /year
- 13** 25"+ DBH \$ \_\_\_\_\_ /DBH x 400 DBH \$ \_\_\_\_\_ /year

**Tree Stump Grinding – Mechanical grinding of tree stump**

- 14** Per DBH \$ \_\_\_\_\_ /DBH x 250 DBH \$ \_\_\_\_\_ /year

**Palm Tree Skinning – removal of dead bark or fronds from the trunk of palm trees.**

- 15** Per 1'-0" FT \$ \_\_\_\_\_ / FT x 100 FT \$ \_\_\_\_\_ /year

**Service Request Trim – Crew w/ Bucket Truck to complete minor trimming Includes clean-up/disposal.**

- 16** Service Request Prune: Property line, trail clearance (heading back selected branches only).  
\$ \_\_\_\_\_ / service per tree x 200 trees \$ \_\_\_\_\_ /year

- 17** Service Request Full Prune: Full grid trim, out of normal sequence.  
\$ \_\_\_\_\_ / service per tree x 200 trees \$ \_\_\_\_\_ /year

**18** Service Request Response: Removal of individual broken limbs (hangers, clean up trunk also).

\$ \_\_\_\_\_ / service per tree x 25 trees \$ \_\_\_\_\_ /year

**Emergency Response:** cost per hour (travel time from vendor’s yard is chargeable after hours and outside the City)

**19** Three-member crew equipped for inclement weather, tools, chipper truck with appropriate lighting.

\$ \_\_\_\_\_ / per hour x 50 hours \$ \_\_\_\_\_ /year

**20** Five-member crew as above w/ roll-off, loader to clear larger quantities of debris quickly.

\$ \_\_\_\_\_ / per hour x 50 hours \$ \_\_\_\_\_ /year

**Rental Crew** – Cost per hour –crew for miscellaneous trimming.

**21** Three-member crew with all tools, equipment, clean up, and disposal.

\$ \_\_\_\_\_ / per hour x 100 hours \$ \_\_\_\_\_ /year

**22** Five-member crew with all tools, equipment, roll-off, loader, clean up and disposal.

\$ \_\_\_\_\_ / per hour x 150 hours \$ \_\_\_\_\_ /year

**Tree Planting** – Install trees with 3 stakes/ties or Guy for Multi Trunk Trees, all tools and equipment, earthen basin, and water in.

**23** Plant a 15-gallon tree with (22) Tri C Myco Tabs in backfill.

\$ \_\_\_\_\_ / per tree x 50 trees \$ \_\_\_\_\_ /year

**24** Plant a 15-gallon tree in a sidewalk cut-out, fertilize as above; install irrigation chimney w/ ¾ gravel.

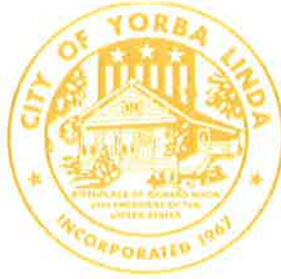
\$ \_\_\_\_\_ / per tree x 10 trees \$ \_\_\_\_\_ /year

**25** Plant a 24” boxed tree with (28) Tri C Myco Tabs in backfill.

\$ \_\_\_\_\_ / per tree x 100 trees \$ \_\_\_\_\_ /year

**26** Plant a 36” boxed tree with (34) Tri C Myco Tabs in backfill.

\$ \_\_\_\_\_ / per tree x 5 trees \$ \_\_\_\_\_ /



**ADDENDUM NO. 1 RECEIPT CERTIFICATION**

**CITYWIDE TREE MAINTENANCE SERVICES  
WITHIN THE CITY OF YORBA LINDA**

Bidder acknowledges receipt of this Addendum and inclusion of its conditions in his bid by signature below and attachment of this Addendum to his bid. **BIDS NOT CONTAINING THIS COMPLETED CERTIFICATION WILL BE REJECTED.**

**Addendum No. 1** Date: SEPTEMBER 18, 2024

Entity Name: West Coast Arborists, Inc.

Received by: *Victor Gonzalez* Date: 09/18/24  
(Signature)

Name: Victor Gonzalez Title: Vice President  
(Print)

Bidder: *Patrick Mahoney*  
(Authorized Signature)

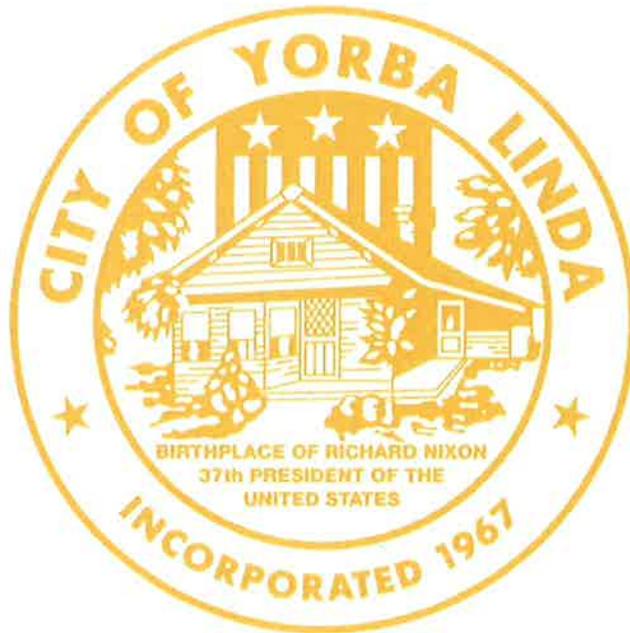
Name: Patrick Mahoney Title: President  
(Print)

**CITY of YORBA LINDA**

# **ADDENDUM NO. 2**

**TO**

**NOTICE INVITING BIDS  
(SPECIFICATIONS)**



**CITYWIDE TREE MAINTENANCE SERVICES,  
WITHIN THE CITY OF YORBA LINDA**

**NIB Circulation Date:  
September 5, 2024**

**Addendum No.1 Circulation Date:  
September 18, 2024**

**Addendum No.2 Circulation Date:  
September 19, 2024**

This Addendum forms a part of the Contract Documents for the above-identified project and modifies the original Specifications, Plans, and Contract Documents, as noted below. Portions of the Contract and bid documents, not specifically mentioned in this Addendum, remain in force. All prospective bidders affected shall be fully advised of these changes, deletions, and additions. Any proposal not incorporating this Addendum shall be considered as an incomplete bid.

**BID DOCUMENTS:**

A. For clarification purposes related to the percentage required for the Bid Bond document (found within the Specification document "Bid Documents" Section under the subsection "Bid Bond") Bid Document Pages 7 and 8 are hereby replaced in their entirety with **Exhibit B** (2-Pages) of this Addendum No. 2 attached herein. Prospective bidders must replace bid documents pages 7 and 8 with the attached **Exhibit B** to be considered a responsive bidder.

**Note:** While replacing the entirety of Specification Document Bid Documents Section Pages 7 and 8 for convenience during bid preparation, bidder should note that only the percentage required for the bid bond has been updated, to accurately reflect a ten percent (10%) bid bond requirement as noted in the instruction to bidders.

This Addendum No. 2 consists of these five (5) pages outlining prospective bidder questions and City responses, changes to the bid/contract documents, and the Addendum Receipt Certification. **Any bid not containing the Addendum Receipt Certification will be considered an incomplete proposal and will be considered non-responsive.**

9/19/2024

Date

  
Jesse Gutierrez, Assessment District Manager

**ALL PROPOSERS MUST ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 IN THE SUBMITTED BID. ACKNOWLEDGEMENT SHALL BE MADE BY BIDDER BY COMPLETING, SIGNING AND SUBMITTING THE "RECEIPT CERTIFICATION" FOUND ON PAGE 5 OF THIS ADDENDUM WITH SUBMITTED BID DOCUMENTS FAILURE TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WILL RESULT IN DISQUALIFICATION OF THE BID.**

**EXHIBIT B**

BID BOND  
(PAGE 1 OF 2)

**CITY OF YORBA LINDA**

**BID BOND**

**CITYWIDE TREE MAINTENANCE SERVICES,  
WITHIN THE CITY OF YORBA LINDA**

**[MULTI-YEAR CONTRACT]**

KNOW ALL MEN BY THESE PRESENTS that, \_\_\_\_\_ as  
CONTRACTOR, and \_\_\_\_\_, SURETY, are held and  
firmly bound unto the **City of Yorba Linda**, as AGENCY, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_), which is ten (10%)  
of the bid amount for the above stated project, for the payment of which sums, CONTRACTOR  
and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been  
awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above  
stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract  
documents in the manner and time specified therein, then this obligation shall be null and void,  
otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations  
in the obligations or time for completion made pursuant to the terms of the contract documents  
shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is  
hereby waived by SURETY.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CONTRACTOR (CORPORATION)-TYPE

(SEAL)

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary/Treasurer

BID BOND  
(PAGE 2 OF 2)

\_\_\_\_\_  
SURETY'S NAME-TYPE

\_\_\_\_\_  
MAILING ADDRESS (SURETY)

BY: \_\_\_\_\_  
Name

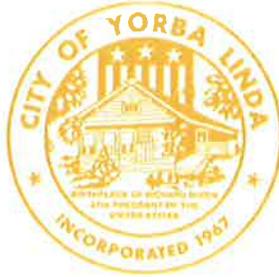
\_\_\_\_\_  
Title

(SEAL)

NOTE: SIGNATURES OF CORPORATE OFFICIALS AND SURETY MUST BE NOTARIZED.  
(ATTACH ACKNOWLEDGMENT.)

BOND APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY - CITY OF YORBA LINDA



**ADDENDUM NO. 2 RECEIPT CERTIFICATION**

**CITYWIDE TREE MAINTENANCE SERVICES  
WITHIN THE CITY OF YORBA LINDA**

Bidder acknowledges receipt of this Addendum and inclusion of its conditions in his bid by signature below and attachment of this Addendum to his bid. **BIDS NOT CONTAINING THIS COMPLETED CERTIFICATION WILL BE REJECTED.**

**Addendum No. 2** Date: SEPTEMBER 19, 2024

Entity Name: West Coast Arborists, Inc.

Received by: *Victor Gonzalez* Date: 09/19/24  
(Signature)

Name: Victor Gonzalez Title: Vice President  
(Print)

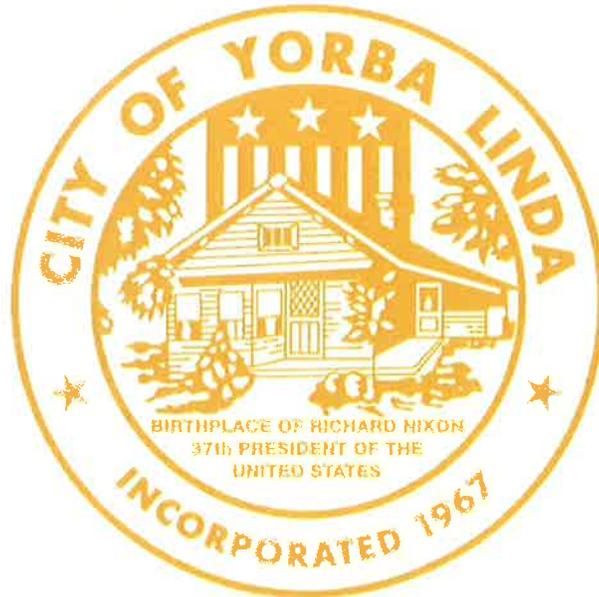
Bidder: *Patrick Mahoney*  
(Authorized Signature)

Name: Patrick Mahoney Title: President  
(Print)

**CITY of YORBA LINDA**  
**ADDENDUM NO. 3**

**TO**

**NOTICE INVITING BIDS  
(SPECIFICATIONS)**



**CITYWIDE TREE MAINTENANCE SERVICES,  
WITHIN THE CITY OF YORBA LINDA**

**NIB Circulation Date:**

September 5, 2024

**Addendum No. 1 Circulation Date:**

September 18, 2024

**Addendum No. 2 Circulation Date:**

September 19, 2024

**Addendum No. 3 Circulation Date:**

September 23, 2024

This Addendum forms a part of the Contract Documents for the above-identified project and modifies the original Specifications, Plans, and Contract Documents, as noted below. Portions of the Contract and bid documents, not specifically mentioned in this Addendum, remain in force. All prospective bidders affected shall be fully advised of these changes, deletions, and additions. Any proposal not incorporating this Addendum shall be considered as an incomplete bid. For clarification purposes, the following corrections are made to the Bid Documents, for Addendum No.1 and Addendum No. 2.

**ADDENDUM NO. 1:**

A. The fifth paragraph of Page Number 2 of Addendum No. 1 (issued and incorporated on September 18, 2024) is hereby replaced in its entirety with the *italicized* language below, to correct the verbiage and instruction to bidders. The paragraph below shows redacted language in ~~strikethrough~~ and replacement verbiage in **bold**.

*"This Addendum No. 1 consists of these nine (9) pages outlining prospective bidder questions and City responses, changes to the bid/contract documents, and the Addendum Receipt Certification. Any bid not containing the Addendum Receipt Certification will be considered an incomplete proposal and will not be opened **and considered non-responsive.**"*

**ADDENDUM NO. 2:**

B. The fifth paragraph of Page Number 2 of Addendum No. 2 (issued and incorporated on September 19, 2024), is hereby replaced in its entirety with the *italicized* language below, to correct the verbiage and instruction to bidders. The paragraph below shows redacted language in ~~strikethrough~~ and replacement verbiage in **bold**.

*"ALL PROPOSERS MUST ACKNOWLEDGE RECEIPT OF ADDENDUM ~~NO. 1~~ **NO. 2** IN THE SUBMITTED BID. ACKNOWLEDGEMENT SHALL BE MADE BY BIDDER BY COMPLETING, SIGNING AND SUBMITTING THE "RECEIPT CERTIFICATION" FOUND ON ~~PAGE 9~~ **PAGE 5** OF THIS ADDENDUM WITH SUBMITTED BID DOCUMENTS FAILURE TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WILL RESULT IN DISQUALIFICATION OF THE BID."*

This Addendum No. 3 consists of these three (3) pages correcting verbiage in the introduction section of Addendum No. 1 and Addendum No. 2, as well as the Addendum Receipt Certification. **Any bid not containing the Addendum Receipt Certification will be considered an incomplete proposal and will be considered non-responsive.**

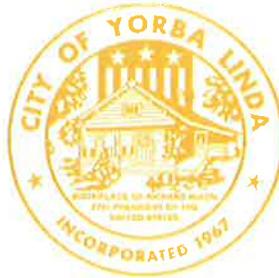
09/24/2024

Date



Jesse Gutierrez, Assessment District Manager

**ALL PROPOSERS MUST ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 3 IN THE SUBMITTED BID. ACKNOWLEDGEMENT SHALL BE MADE BY BIDDER BY COMPLETING, SIGNING AND SUBMITTING THE "RECEIPT CERTIFICATION" FOUND ON PAGE 3 OF THIS ADDENDUM WITH SUBMITTED BID DOCUMENTS FAILURE TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WILL RESULT IN DISQUALIFICATION OF THE BID.**



**ADDENDUM NO. 3 RECEIPT CERTIFICATION**

**CITYWIDE TREE MAINTENANCE SERVICES  
WITHIN THE CITY OF YORBA LINDA**

Bidder acknowledges receipt of this Addendum and inclusion of its conditions in his bid by signature below and attachment of this Addendum to his bid. **BIDS NOT CONTAINING THIS COMPLETED CERTIFICATION WILL BE REJECTED.**

**Addendum No. 3** Date: SEPTEMBER 23, 2024

Entity Name: West Coast Arborists, Inc.

Received by: *Victor M. Gonzalez* Date: 09/24/24  
(Signature)

Name: Victor Gonzalez Title: Vice President  
(Print)

Bidder: *Patrick Mahoney*  
(Authorized Signature)

Name: Patrick Mahoney Title: President  
(Print)



**CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE**



License Number **366764** Entity **CORP**

Business Name **WEST COAST ARBORISTS INC**

Classification(s) **C61/D49 C27 A C21 B C31 C49**

Expiration Date **12/31/24**

[www.cslb.ca.gov](http://www.cslb.ca.gov)





State of California

# Department of Industrial Relations

## Contractor Information

**Legal Entity Name**  
WEST COAST ARBORISTS, INC.

**Legal Entity Type**  
Corporation

**Status**  
Active

**Registration Number**  
1000000956

**Registration effective date**  
07/01/22

**Registration expiration date**  
06/30/24

**Mailing Address**  
2200 E. VIA BURTON ANAHEIM 92806 CA United States of America

**Physical Address**  
2200 E. VIA BURTON ANAHEIM 92806 CA United States of America

**Email Address**  
vgonzalez@wcainc.com

**Trade Name/DBA**

**License Number (s)**  
CSLB:366764  
CSLB:366764

## Registration History

Effective Date	Expiration Date
05/29/18	06/30/19
06/07/17	06/30/18
06/09/16	06/30/17
06/26/15	06/30/16
08/19/14	06/30/15
07/01/19	06/30/22
07/01/22	06/30/24
07/01/24	06/30/26

California Environmental Protection Agency  
**Air Resources Board**

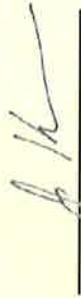
January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE  
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

**WEST COAST ARBORISTS INC**

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**



Jack Kitowski  
Chief, Mobile Source Control Division  
California Air Resources Board

Off-road Diesel Fleet Identification

17432

To verify the authenticity of this certificate, enter this number at  
[http://www.arb.ca.gov/doors/compliance\\_cert1.html](http://www.arb.ca.gov/doors/compliance_cert1.html)





# STAFF REPORT

## CITY of YORBA LINDA

### PUBLIC WORKS DEPARTMENT

**DATE:** OCTOBER 15, 2024

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** JAMIE LAI, P.E. DIRECTOR OF PUBLIC WORKS/CITY ENGINEER  
PREPARED BY: RICK YEE, P.E. DEPUTY DIRECTOR PUBLIC WORKS  
REGINA HU, P.E. PRINCIPAL CIVIL ENGINEER

**SUBJECT:** APPROVE AMENDMENT TO ON-CALL PROFESSIONAL SERVICES AGREEMENT CONTRACT TO KIMLEY-HORN AND ASSOCIATES FOR BLACK GOLD STORM DRAIN DESIGN AND RELATED GOLF COURSE RESTORATION

### RECOMMENDATION

It is recommended that the City Council:

1. Approve an amendment to the On-Call Professional Services Agreement for \$138,565.00 to Kimley-Horn and Associates for Black Gold Storm Drain Improvements and subconsultant (Pascuzzo) for related Golf Course Restoration; and
2. Authorize the City Manager to approve additional expenditures of up to \$20,784.75 (15% of the proposed amendment amount) in agreement contingencies for potential additional services; and
3. Upon receipt of appropriate documents, authorize the City Manager to execute the agreement.

### BACKGROUND

On October 17, 2023, City Council approved the original design service contract (via an amendment to the On-Call Professional Services Agreement) to Kimley-Horn and Associates in the amount of \$85,590 to develop a permanent solution to mitigate the sinkhole at Black Gold Golf Course. The original design assumed the least intrusive solution to Golf Course operations and reconstruction, utilizing the jack and bore method.

### DISCUSSION

During preliminary design, Kimley-Horn developed two options for further evaluation: (1) jack and bore a steel-cased storm drainpipe, or (2) open trench storm drain installation. Based on extensive discussions between the designer and City staff, it was determined that

an open trench method of replacement would be more advantageous as it results in less risk and lower overall construction cost. In order to accommodate the open trench method, additional design cost is required as detailed in the attached proposal (see Attachment 1).

This original design contract approved on October 17, 2023 was an amendment to the previous On-Call Professional Services Agreement with Kimley-Horn resulting in an aggregate agreement amount not-to-exceed \$235,590, spanning the past three-year contract term (2021 to 2024). The On-Call Professional Services Agreement with Kimley-Horn was renewed for an additional fiscal year (FY24/25) for an annual not-to-exceed amount of \$75,000.

This current amendment request for additional design costs of \$138,565.00 plus \$20,784.75 in contingency results in a total potential request of \$159,349.75. The comprehensive project total (inclusive of the original task amount) will result in a project grand total of \$244,939.75. Kimley-Horn and Associates was selected to continue with final design since they have already performed significant preliminary engineering and have extensive background knowledge on the prior design iterations.

Due to the intricacies of working on a golf course, the designer also obtained the services of Pascuzzo to provide specialty landscaping, water feature, and grading restoration plans. Also included with this request is a task for design support during construction by Pascuzzo as it is beneficial to have the golf course architect available to ensure all construction details are properly constructed. Three golf course specialty designers were contacted for proposals but only Pascuzzo was responsive.

### **FISCAL IMPACT**

Sufficient funding to accommodate the recommended amendment approval and requested contingencies is included in the Capital Improvement Program budget. Sufficient funds are budgeted within the MS231002 project under account (4010050-461650).

### **ALTERNATIVES**

The Council may determine not to award the amendment and not proceed with design of the storm drain improvements. This would increase risk to Black Gold Golf Course as it would create the potential for localized flooding and disrupt operations.

### **ATTACHMENTS**

Attachment 1 –Kimley-Horn and Associates (Amendment No. 3)

---



# Amendment No. 3

Project Name/No.: On-Call Consultant Services  
General Municipal Engineering  
Black Gold SD Design and Restoration

Contract No.: 23240006 (A3)

Dept./Contract Rep: PW/ Engineering

Approved: 10/15/2024

**CITY of YORBA LINDA**  
**AMENDMENT NO. 3 TO**  
**PROFESSIONAL SERVICES AGREEMENT**  
**FOR**  
**ON-CALL CONSULTANT SERVICES**  
**(BLACK GOLD STORM DRAIN DESIGN AND RELATED GOLF COURSE**  
**RESTORATION)**

This is Amendment No. ("Amendment No.3") to that certain On-Call Consultant Services Category A: General Municipal Engineering Services (Agreement") made on July 1, 2021 between the City of Yorba Linda ("City") and Kimley-Horn and Associates, Inc., ("Consultant"), which this Amendment No. 3 is made and entered into on October 15, 2024 to incorporate additional the Term of the agreement:

1. Capitalized terms used but not defined in this Amendment No. 3 shall have the meanings ascribed to them in the Agreement.
2. SECTION 2, "Compensation" is amended to increase the contract amount by an amount not to exceed One Hundred Thirty-Eight Thousand Five Hundred Sixty-Five Dollars (\$138,565.00) for provision of additional services pertaining to the Black Gold Storm Drain Design and Related Golf Course Restoration Services as outlined in Exhibit "A-1", and shall read as follows:

Compensation. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with Exhibit "B" (the "Schedule of Compensation") for a maximum total amount not to exceed Three Hundred Seventy-Four Thousand One Hundred Fifty-Five Dollars (\$374,155.00) (the "Contract Sum") over a three-year term regardless of Category(ies) selected, except as provided in Section 1.2. Maximum contract amount shall not exceed Seventy-five Thousand Dollars (\$75,000) annually, except for the portion of work related to the Black Gold Storm Drain Design and Related Golf Course Restoration services. Consultant may be eligible for an additional not to exceed amount of Seventy-five Thousand Dollars (\$75,000) for each one-year term extension for on-call work, except for additional amounts approved per Amendment No.1 and Amendment No. 3 for the Black Gold Golf Course Design and Golf Course. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the services, payment for time and materials based upon Consultant's rate schedule, but not exceeding the Contract Sum, or such

other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement at Consultant's actual cost, without additional overhead or services charge, for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation.

3. Exhibit A, "Scope of Services" and Exhibit B, "Fee Schedule of Compensation" are supplemented to include the supplemental additional scope of services and fee schedule, attached as Exhibit "A-1" hereto. The supplement to the "Scope of Services" is not intended to replace the original Exhibit A or Exhibit B of the Agreement, but instead to augment and increase the scope of work listed in the original Exhibit A and compensation schedule listed in the original Exhibit B to the Agreement.
4. All other terms and conditions of the Agreement remain in full force and effect.
5. This Amendment No. 3 may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

(Signatures on Following Page)

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

**CITY OF YORBA LINDA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mark A. Pulone  
City Manager

ATTEST:

\_\_\_\_\_  
Marcia Brown  
City Clerk

**CONSULTANT:**

**Kimley-Horn and Associates, Inc.:**

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Sunny Han  
Finance Director/City Treasurer

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:  
RUTAN & TUCKER LLP

\_\_\_\_\_  
Todd Litfin  
City Attorney

Two consultant signatures are required if a corporation.

EXHIBIT "A-1"  
ADDITIONAL SCOPE OF SERVICES AND FEE SCHEDULE

**Kimley»Horn**

October 9, 2024

Mr. Rick Yee  
Deputy Director of Public Works/Assistant City Engineer  
City of Yorba Linda - Civil Engineering  
4845 Casa Loma Avenue,  
Yorba Linda, CA 92886

**Re: Amendment for Black Gold Golf Course Design Services for Storm Drain Repairs Project - Scope**

Dear Mr. Yee,

Kimley-Horn and Associates, Inc. (Consultant) and the City of Yorba Linda (City) entered into a Professional Services Agreement dated October 25, 2023 (Agreement) for the Black Gold Golf Course Design Services for Storm Drain Repairs Project (Project).

The parties now desire to amend the Agreement to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will provide the services specifically set forth below.

**Understanding**

Based on preliminary analysis by Consultant and meetings with the City and Golf Course representatives discussing project approach and construction methods, we have determined a methodology that will best address the repairs while providing minimal disruption to Golf Course operations. Due to the additional research and concept layouts developed to determine the best approach to minimize impacts to the golf course, the City requested the Consultant to provide additional services for the open trench storm drain replacement plans and its related golf course improvements.

**Scope of Services**

The tasks below are intended to supplement and clarify the scope items provided by the City. Design plans and reports indicated will follow the City's standard format, unless indicated otherwise.

***Task A.1: Project Management***

Consultant will provide project management for the additional duration of the design phase, up to 2 months. The Consultant is anticipated to attend up to two video conference meetings with City staff.

*Deliverables: Written summaries of telephone/email coordination*

***Task A.2: Field Survey (Optional)***

Provide additional aerial field survey of the golf course to capture additional areas of the course that will be impacted by the finalized approach to replacement of the storm drain



Mr. Rick Yee  
October 9, 2024  
Page 2 of 3

line. This entails survey record collection, establishment of horizontal and vertical controls, monument and centerline tie preservation. Locate and tie-out monumentation that may be disturbed or destroyed prior to construction.

*Deliverables: AutoCAD 2022 C3D Files of Topographic Survey and PDF map signed by Licensed Surveyor in the State of California*

#### **Task A.3: Storm Drain Reconstruction Plans**

The Consultant will prepare 90% and Final Storm Drain Reconstruction Plans for the construction of storm drain line improvements.

Based on the preliminary design meetings with the City, Golf Course and Consultant have held from November 2023 to now, the City and the Consultant have reviewed and revised multiple iterations and exhibits of layout options, resulting in a new installation approach. This included attending fourteen design meetings, site visits, coordination and review of underground utility location and CCTV analysis, contractor coordination and research on constructability, and golf course architect coordination and research. Based on the resulting decision, the Consultant will prepare plans for Storm Drain Reconstruction now following an open trench approach rather than the originally scoped jack and bore approach. Storm Drain Improvement Plan and Profile will be 22" x 34", prepared at a scale of 1" = 20' horizontal and 1" = 4' vertical for storm drain profiles. Plans will encompass a profile for the main line replacement and installation of a new manhole at the pipeline intercept location. Storm Drain Improvements will be designed using Standard Plans for Public Works Construction (SPPWC) and City of Yorba Linda Standard Plans. Deviations from applicable standards will be indicated on plans and on the Storm Drain Details sheet. Exceptions will require approval by the City.

Necessary adjustments to surface utility features will be identified and addressed with callouts and construction notes. Modifications to existing utilities, other than surface features, are not anticipated.

*Deliverables: 90% and Final Plans, electronic files in AutoCAD 2020 C3D and PDF plans (final plans will be sealed and signed) and responses to previous review comments from the City.*

#### **Task A.4: Golf Course Landscaping Plans**

The Consultant will coordinate landscaping, irrigation, and water feature plans with their hired sub-consultant. Plans will be 22" x 34", prepared at a scale of 1" = 40' and will encompass areas of the golf course impacted by the storm drain pipe reconstruction and construction staging. These plans will use the Field Survey provided from Task A.1 to provide tie-in to existing conditions and limits of cart path.

The Consultant will coordinate and provide a qualified list of golf course contractors and suppliers for the City's reference in preparing the bid package.

*Deliverables: 90% and Final Landscaping, Irrigation, and Water Feature Plans, electronic files in PDF and word format (final specifications will be sealed and signed), and responses*



**Assumptions and Exclusions**

1. We assume there are no federal funding requirements for this project
2. All plan check comments will be provided in electronic format
3. For deliverables, we anticipate one round of consolidated comments per submittal
4. It is assumed limits of excavation will not trigger requirements to prepare a LID for the project.
5. A Storm Water Pollution Prevention Plan (SWPPP) is not included. We assume this will be provided by the Contractor
6. Traffic control plans and construction staging are excluded. These are anticipated to be provided by the Contractor
7. Landscape and irrigation design are not anticipated and not included in this scope of services
8. Mass copying for bidding or other purposes is assumed to be provided by the City

**Fee**

We are requesting a not-to-exceed fee of \$138,565 to accomplish the above stated scope of services and are committed to work with the City in meeting a schedule that is mutually agreed upon.

**Closure**

We understand that this work will be issued as a task order under our executed on-call agreement. If you concur in all the foregoing and wish to direct us to proceed with the services, please forward a purchase order. This proposal is valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Handwritten signature of Jason Melchor in black ink.

Jason Melchor, P.E. (#C65218)

Program Manager

*Attachments:*

- Not-to-Exceed Fee Sheets

Handwritten signature of Kameron Qureshi in black ink.

Kameron Qureshi, P.E. (#C92631)

Project Engineer

**City of Yorba Linda  
Fee Schedule for Amendment  
Black Gold Golf Course Design Services for Storm Drain Repairs Project**

		Kimley-Horn									
		Sr. Professional II / Project Manager	Professional II/ QC Manager	Professional I/ Project Engineer	Analyst II / Project Support	Support Staff	Pascuzzo (Landscape)	OnPoint (Survey)	Schedule=		Months
Hourly Billing Rate		\$340	\$250	\$210	\$175	\$115			Total Hours	Labor Cost	Total Cost
Task A.1	Project Management	1		10	10				21	\$ 4,190	\$ 4,190
Task A.2	Field Survey (Optional)			4	6	1		\$ 5,000	11	\$ 2,005	\$ 7,005
Task A.3	Storm Drain Reconstruction Plans	2	10	40	80	2			134	\$ 25,810	\$ 25,810
Task A.4	Golf Course Landscaping Plans			10	20	2	\$ 95,200		32	\$ 5,830	\$ 101,030
<b>TOTAL HOURS</b>		<b>1</b>	<b>0</b>	<b>24</b>	<b>36</b>	<b>3</b>			<b>198</b>		
<b>Subtotals</b>		\$ 340	\$ -	\$ 5,040	\$ 6,300	\$ 345				\$ 37,835	\$ 138,035
<b>Expenses (as a percentage of labor fees)</b>										1.4%	\$ 530
<b>TOTAL COST</b>											\$ 138,565



5170 Golden Foothill Parkway  
El Dorado Hills, CA 95762  
916 941 8692  
www.pascuzzopate.com

## **GOLF COURSE DESIGN SERVICES FOR THE BLACK GOLD GOLF COURSE**

**Revised October 2, 2024**

Scope of Services: We will work with Kimley-Horn on all issues having to do with the golf course demolition and repair as part of the storm drain improvements.

Our services will include preparing construction plans and specifications. We will assist with the golf course contractor selection process and make frequent construction observation visits to ensure the intent of the design is being carried out. During all phases of the project our work will be coordinated with Kimley-Horn, the other consultants, the city, and other agencies. To complete this work, we will have an irrigation consultant, and a water feature specialist on our team.

### A. Construction Drawings Phase:

We will coordinate our work with that being done on other aspects of the project to produce a complete set of construction drawings and specifications for the golf course.

### Tasks and Deliverables

- We will prepare appropriate construction drawings. These will include:
  - Staking and layout plan. This plan will locate all new or remodeled golf features and limits of work for golf.
  - Clearing and removals plan will be coordinated with Civil work.
  - Rough and Fine grading plan with earthwork calculations. Grading plans will be prepared for all disturbed golf areas and rebuilt golf features. These will be at one foot contour intervals. Plans for putting greens will be completed using sub one-foot contours and spot elevations.
  - Drainage plan. This will show the new sub-surface drainage in the greens and connections to the existing drainage system. We anticipate that we will need to reconnect drain lines outside of the greens and tees that were disturbed by construction. This plan will also coordinate any overflow from the water features to the drainage system.
  - Irrigation plans.
  - Grassing and landscape plans.
  - Water feature plans for the lake and stream.
  - Construction details.
- Coordinate our work with the other design team members, City staff, and golf course management.
- Prepare a bid package including technical specifications, general conditions, and bid form to accompany the plans.
- Prepare estimated budgets for construction of the golf course.
- Site visits/meetings to review the drawings and construction issues.

B. Contractor Selection Phase:

We will develop a list of qualified golf course contractors and suppliers.

Tasks and Deliverables

- Coordination and preparation of the bid package.
- Identify qualified golf course contractors from our preferred list who are available to undertake the work.
- Attend one pre-bid meeting to review the project with the potential contractors.
- Develop any addendum to the bid documents to clarify items related to golf course construction.
- Analyze the bids or proposals and make recommendations as to which contractor is the most responsive to the Notice to Contractors.
- Make value engineering decisions with the client, to bring the project into budget if bids are too high.
- Attend one pre-construction meeting with the selected contractor.

C. Construction Observation Phase:

We believe a project of this nature will achieve its highest and best result by making sure that the designers are on site frequently to “handcraft” the golf course. This is accomplished by working closely with the contractor and the client team to impart the detail and nuance that will make the course successful. We will also use this time on site to resolve any unknown issues that may arise during construction.

Tasks and Deliverables

- Attend coordination meetings and make additional periodic site visits as needed, to observe the construction of the work. As a result of these visits, we will provide clarifications to the drawings and field directions to the client for the transmittal to the contractor as needed.
- We anticipate making 1-2 site visits per week for an estimated construction period of 2-3 months.
- Review and respond to RFI’s and submittals.
- Review and advise Kimley-Horn on all applications for payment.
- With client approval, prepare and issue change orders.
- Prepare final punch list and project close-out.
- Coordinate with the client on the transition of the golf course from construction to maintenance.
- Staking of the irrigation modifications.
- Prepare GPS map of the installed irrigation modifications and record drawings.

Professional Fees and Terms

We will provide the scope of services described above for the fee of \$66,400 (sixty-six thousand four hundred dollars) plus our work done on a time and materials basis, as defined in this schedule:

A. Construction Drawing Phase	\$60,400.
B. Contractor Selection Phase	\$6,000.
C. Construction Observation Phase (time and material not to exceed)	\$28,800.

Reprographics, travel, and express/overnight mail expenses will be billed as reimbursable at our direct cost. Construction Observation services performed by the golf course architect, irrigation consultant, or water feature consultant will be invoiced on a time and material basis at the standard rate of \$200 per hour. Time is calculated door to door from our offices. All travel related expenses will be reimbursable. If construction observation trips are shared with multiple jobs, then the appropriate pro rata share of time and materials will be invoiced to this project.

Services that are outside the scope of work described above once approved in written form by the client will be billed at our standard hourly rate of \$200.00 per hour plus reimbursable expenses. Should the project be stopped at any point prior to completion all professional fees and reimbursement for work done to date of stoppage will be made per the contract.

### Exclusions

The following are not part of this proposal.

- Construction of the work.
- Design of parking areas, or structures.
- Material or lab testing.
- Any service not specifically listed in this agreement.

END OF PROPOSAL



# STAFF REPORT

## CITY of YORBA LINDA

CITY CLERK'S OFFICE

**DATE:** OCTOBER 15, 2024  
**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
**FROM:** MARCIA BROWN, CMC, CITY CLERK  
**SUBJECT:** COUNCIL COMMITTEE AND AGENCY REPORTS

---

### **RECOMMENDATION**

It is recommended that the City Council receive and file this report.

### **DISCUSSION**

City Council members serve on a number of outside committees and agencies. Attached are updates received recently from these agencies.

### **ATTACHMENTS**

1. Reports from City Council Organizations, Agencies and Committees
-

# ORANGE COUNTY MOSQUITO VECTOR CONTROL DISTRICT

## MONTHLY REPORT: Yorba Linda September



	Monthly	Year to Date (YTD)	County Monthly	County YTD
<b>CONTROL</b>				
Service Requests Completed:	10	84	462	2,693
Mosquitoes:	7	60	380	2,129
Rats:	2	14	51	383
RIFA:	1	10	19	134
Number of Swimming Pools Inspected/Treated:	22	242	443	6,410
Hours Spent Treating/Inspecting Gutters	38.33	111.08	957.66	4,076.9
Acres of Flood Channels Treated:	0.2	0.5015	72.6308	331.0837
Acres Treated for RIFA:	3	477	1,942	15,343
IT (inspection/treatment) Sites Serviced:	24	347	1,378	11,985
<b>SURVEILLANCE</b>				
Adult Mosquitoes Collected:	169	1,387	17,304	134,326
Mosquito Pools (Samples) Tested:	5	21	567	2,712
WNV Positive Samples:	0	0	15	44
Other Positive Samples	0	0	0	0
WNV Positive Birds:	0	0	0	1
<b>COMMUNICATIONS / OUTREACH</b>				
Outreach Events Attended:	0	0	7	48
General Presentations:	1	1	3	33
Educational Program Presentations:	0	0	2	3
Service Requests & Miscellaneous Calls Received	15	127	698	4,708
<b>COUNTY WIDE PROJECTS / INFORMATIONAL UPDATE</b>				
Fleas, Ticks, and Others Tested:	-	-	-	1,236
Number of Disease Investigations:	0	0	11	48
WNV Investigations:	0	0	0	1
Dengue Investigations:	0	0	9	33
Typhus Investigations:	0	0	2	11
Other Investigations:	0	0	0	3
Undergrounds Storm Systems Treated:	37	260	4,101	24,050
Public Insect ID Completed:	81	531	81	531

OCTOBER 15, 2024 CITY COUNCIL MEETING

CONSENT CALENDAR ITEM NO. 9 – COUNCIL COMMITTEE AND AGENCY REPORTS

**ADDITIONAL INFORMATION RECEIVED AFTER POSTING OF AGENDA**

# BOARD MEETING HIGHLIGHTS

For the October 10, 2024, Meeting

## F/ETCA BOARD OF DIRECTORS

John Taylor, **Chair**,  
SAN JUAN CAPISTRANO

Patricia Kelley, **Vice Chair**,  
MISSION VIEJO

Natalie Meeks,  
ANAHEIM

Mike Frost,  
DANA POINT

Farrah Khan,  
IRVINE

Scott Voigts,  
LAKE FOREST

Denis Bilodeau,  
ORANGE

Anthony Beall,  
RANCHO SANTA MARGARITA

David Penalzoza,  
SANTA ANA

Ray Schnell,  
TUSTIN

Beth Haney,  
YORBA LINDA

Donald P. Wagner,  
COUNTY OF ORANGE, 3<sup>RD</sup> DIST.

Doug Chaffee,  
COUNTY OF ORANGE, 4<sup>TH</sup> DIST.

Katrina Foley,  
COUNTY OF ORANGE, 5<sup>TH</sup> DIST.

Lan Zhou, Ex Officio Member,  
CALTRANS DIST. 12

## SJHTCA BOARD OF DIRECTORS

Janine Heft, **Chair**,  
LAGUNA HILLS

David Penalzoza, **Vice Chair**,  
SANTA ANA

Richard Hurt,  
ALISO VIEJO

John Stephens,  
COSTA MESA

Jamey Federico,  
DANA POINT

Farrah Khan,  
IRVINE

Stephanie Oddo,  
LAGUNA NIGUEL

Cynthia Conners,  
LAGUNA WOODS

Patricia Kelley,  
MISSION VIEJO

Robyn Grant,  
NEWPORT BEACH

John Taylor,  
SAN JUAN CAPISTRANO

Donald P. Wagner,  
COUNTY OF ORANGE, 3<sup>RD</sup> DIST.

Katrina Foley,  
COUNTY OF ORANGE, 5<sup>TH</sup> DIST.

Lan Zhou, Ex Officio Member,  
CALTRANS DIST. 12

## BUDGET STATUS REPORT FOR FISCAL YEAR 2024 (FY24)

For end of FY24 the joint boards of Foothill/Eastern Transportation Corridor Agency (F/ETCA) and San Joaquin Hills Transportation Agency (SJHTCA) reported strong fiscal management with healthy unrestricted cash reserves that support the Boards approved Strategic Plan. A rise in The Toll Roads usage resulted in a 7% toll revenue increase year over year with over 93,760,00 roadway transactions. Expenditures were below budget as cost containment efforts continued, while debt service coverage ratios met requirements of indentures and current credit ratings.

During FY24, F/ETCA completed an early paydown of \$60 million in senior lien bond principal that results in \$54 million in future interest savings.

## STATE ADVOCACY SERVICES

The Boards of Directors approved a contract with The Apex Group for state legislative advocacy services to assist the Agencies in achieving its legislative initiatives and goals. In addition to monitoring state legislative activity and administrative actions, TCA partners with a state advocacy firm to implement the Board-adopted legislative platform and maintain a strong presence with the California Legislature and state agencies.

With assistance from The Apex Group, TCA will remain focused on its legislative priorities, including achieving national interoperability to enhance customer convenience and navigating state regulations to advance TCA's capital improvement projects. This partnership will also help keep TCA at the forefront of legislative discussions and position the Agencies as a statewide leader in mobility and innovation.



## TCA RECOGNIZED BY OC TAXPAYER ASSOCIATION

TCA Chief Executive Officer, Ryan Chamberlain shared with the Boards of Directors the news that the Agencies are being recognized with a Rose Award by the Orange County Taxpayer Association for the execution of TCA's early bond paydown program.

The early paydown of bond debt exemplifies the commitment both Agencies have to fiscal stewardship, which is core to the Agencies' past and future success. TCA plans to pay down another \$200 million in bond principal this fiscal year (FY25), adding to the \$1.39 billion in interest savings and principal paydown since 2019.

TCA will receive the award at the 14th Annual OC Taxpayer's Roses, Radishes and the Royalty Award event to be held October 23, 2024.

