

PROFESSIONAL SERVICES AGREEMENT

CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this 2nd day of May, 2013 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and consultant, a California corporation (“Consultant”).

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant Jovenville, LLC dba We The Creative as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise necessary to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City’s RFP and the Consultant’s Proposal (the “Proposal”). A copy of said RFP is attached hereto as Exhibit “E” and Proposal is attached hereto as Exhibit “A” and both are incorporated herein by this reference. Where conflict arises between the two, the City’s RFP shall take precedence, except when precedence is waived by the City Project Manager or authorized City personnel.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. Consultant also warrants that it is familiar with all laws that may affect its performance of this

Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

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

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

1.5. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. As compensation for the provision of services outlined in Exhibit "A" and in accordance with this Agreement, City shall pay Consultant the hourly rates, job rates and/or delivery rates set forth in Exhibit "A" and as applicable to the job/project, but not to exceed annual amount of Seventy-Five Thousand Dollars (\$75,000) for a period of three (3) years with two (2) one-year options to renew.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's affected supervisor for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultants' services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. ~~The Project Schedule may be amended by mutual agreement of the parties.~~ Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three year, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, the City may determine, in its sole discretion, to exercise an option to renew the contract for up to two periods of one (1) year each. The City shall give notice to Consultant of its intention to exercise such option at least 30 days prior to expiration of the base, or option, term.

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

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

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, inmate intake reports and logs shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

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

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

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

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

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of

Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

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

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Jovenville LLC, dba We The Creative

2810 Villa Way

Newport Beach, CA 92663

Tel: 877-887-1318

Fax: 949-723-1566

Attn: Kenneth Lim

IF TO CITY:

City of Costa Mesa

77 Fair Drive

Costa Mesa, CA 92626

Tel: 714-754-5156

Fax: 714-754-5330

Attn: Leigh Chalkley

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

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the

exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

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

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

6.9. Indemnification and Hold Harmless:

To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the engagement of Consultant or the performance of this Agreement by the Consultant (including its subcontractors and suppliers)

It is expressly intended by the parties that Consultant's indemnity and defense obligations shall apply, and Indemnitees shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnitees, or any of them, and whether or not such Indemnitee negligence or other fault caused or contributed to the arising of the Claims.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys fees, and costs and expenses of any kind whatsoever.

Consultant's indemnity and defense obligations shall cover the acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing.

The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an

injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

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

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

6.12. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs,

files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Confidentiality: Any City materials to which the Consultant has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Consultant during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in this Agreement. Consultant shall not release any reports, information, private or promotional information or materials, whether deemed confidential or not, to any third party without the approval of the City.

6.14. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

6.20. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

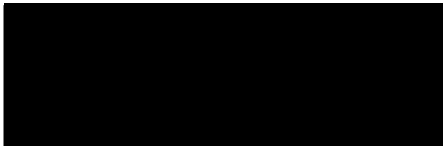
6.24. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

CITY OF COSTA MESA,

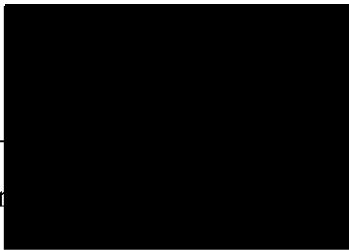
A municipal corporation



CEO of Costa Mesa

Date: 5/2/13

—CONSULTANT



Signature

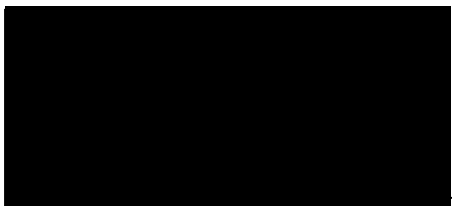
Date: 4/17/13

JOVEN OROZCO, PRESIDENT

Name and Title

Taxpayer ID Number

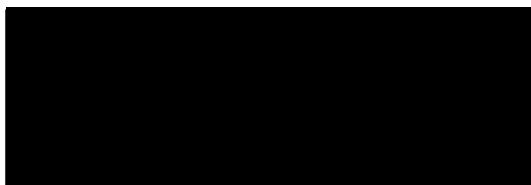
APPROVED AS TO FORM:



City Attorney

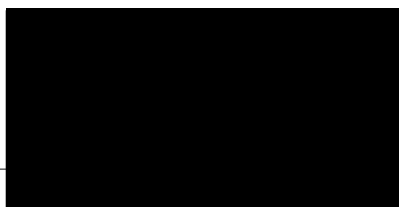
Date: 04/30/13

APPROVED AS TO INSURANCE:



Date: 4/17/13

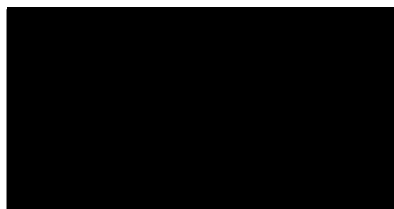
APPROVED AS TO CONTENT:



Department

Date: 4/29/13

APPROVED AS TO CONTENT:

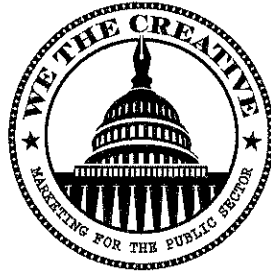


Date: 4/23/13

EXHIBIT A

CONSULTANT'S PROPOSAL

ORIGINAL



REQUEST FOR PROPOSAL
GRAPHICS DESIGN SERVICES

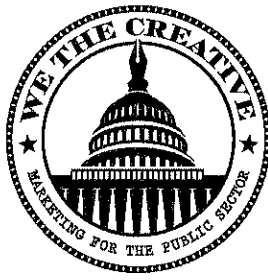
To:

Jones & Mayer
Kimberly Hall Barlow
Attorney at Law
3777 N. Harbor Blvd.
Fullerton, CA 92835
RE: Graphics Design

From:

We The Creative
2810 Villa Way, Newport Beach, CA 92663
Tel. (877) 887-1318, Cell: (949) 463-7887, Fax (949) 723-1566
Joven@WeTheCreative.com

Joven Orozco, Main Contact



2810 Villa Way, Newport Beach, CA 92663 (877) 887-1318 WeTheCreative.com

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EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Graphic Design Services RFP at any time after December 22, 2011.

A large black rectangular redaction box covering the signature area.

OR

I certify that Proposer or Proposer's representatives have communicated after December 22, 2011 with a City Councilmember concerning the Graphic Design Services RFP. A copy of all such communications is attached to this form for public distribution.

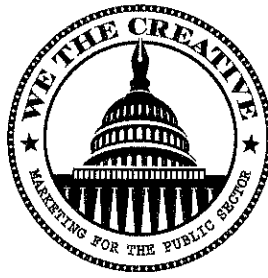
DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No

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



2810 Villa Way, Newport Beach, CA 92663 (877) 887-1318 WeTheCreative.com

BACKGROUND & PROJECT SUMMARY

We The Creative (WTC) is excited to be part of this bidding process. The WTC team is responsible for all aspects of the discovery, design, development, and delivery for the client. Joven Orozco, is the key component as the team leader responsible for the initial concepts and he oversees the process. Kenneth Lim ensures that the team stays on track and monitors the creative direction established by Joven Orozco in collaboration with the client. They make sure that operations runs efficiently and products are delivered in the correct format and configuration. The production team is efficient at producing quality communication elements specified in this RFP.

WTC will propose enhancements, procedural or technical innovations to the Scope of Work stated on this RFP that will not materially deviate from the objectives or required of the project.

The founder, Joven Orozco, has lived in the City of Costa Mesa (CM) over 7 years. WTC has an understanding of the work described in the RFP and is confident this is a good fit.

COMPANY PROFILE

We The Creative (WTC) is a DBA of 15 year old, Jovenville, LLC, a leading creative agency for consumer companies. WTC specializes in marketing and branding for public sectors. The agency has four employees and is located in Newport Beach, California.

About seven years ago, we (Jovenville) braced ourselves for a downturn in the consumer market segment, and decided to create a subsidiary to service public sector and government agencies – we were essentially hedging our bets against business dropping off, which it did for many marketing and advertising agencies. For us, that downturn never came: Jovenville bustled and earned even more new business, but our public sector work took off as well. In the seven years since we've expanded our focus, we've landed prestigious accounts, including John Wayne Airport, Orange County Transportation Authority, OC Waste & Recycling, Los Angeles World Airports and many more.

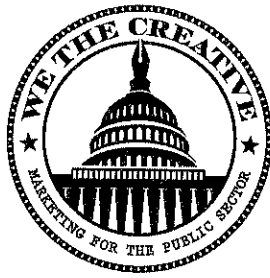
Our experiences with public sector agencies have been tremendously rewarding that we have decided to focus our attention on growing this side of our business. One of the biggest, and most rewarding surprises about the work we do as WTC is the people. Specifically, how receptive and enthusiastic our clients have been when they see our "consumer brand" tactics and strategies in action.

COMPUTERS/SOFTWARE

WTC uses four last generation Apple-Macintosh computer platforms to produce design artwork. Three additional IBM compatible stations are also available. One secure server with Retrospect software installed back ups all data generated by the six platforms.

Software installed on all computer platforms and used to generate work files includes:

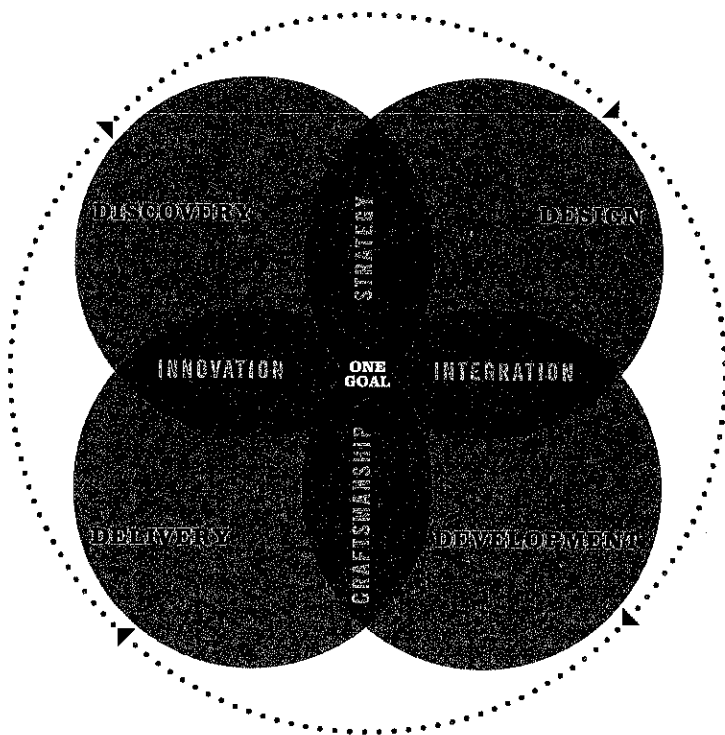
Adobe Creative Suite 5, CorelDraw, QuarkXpress 8.02, Microsoft Office Professional Edition and many more



METHODOLOGY

4D APPROACH

Due to the nature of this RFP each project parameter and circumstance may be slightly different based on each specific request. The infrastructure of our business model is based upon principles derived from the 4-D Approach™. The integral components of this process creates the foundation allowing the client and the designer to focus on one goal through the various phases of a project. We focus on the message and the audience to deliver an accurate product.



Discovery

The discovery phase is the very foundation of the entire project. Before any project begins, we use planning to establish a fundamental understanding of the parameters and help us set achievable goals. We start by setting time frames, establishing budgets, and defining areas of responsibility.

Design

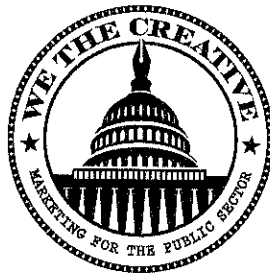
We establish design criteria that will guide the project and help us achieve the goals defined in discovery. We usually present three different concept directions – different looks, different colors, different approaches – but they all hit the same objectives.

Development

This is the phase where concept and design are made into reality. Blending research, art, craft and science, we develop the design that best represents the objectives that were established in the prior two phases.

Delivery

This is the phase that moves your project one step closer to the tangible work. This stage includes finalizing production, verifying the accuracy, and double-checking with vendors to ensure it will be on time and delivered where and when it should be.



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PROJECT SCHEDULES SAMPLES (We Accomodate Expedited Schedules)

We understand most items on the projects listed in the RFP will take 24 hours or less. Below are schedules that require more than one or two meetings between WTC and CM.

Brochures, Booklets, Phone Books

Week 1 - Team meeting, review CM job ticket, job forecasting and conceptual development	JO/KL
Week 2 - Establish creative direction for CM and refinement	JO/LB
Week 3 - Presentation to CM, revisions	KL
Week 3 - Design, copy development, Begin Photography or Illustrations	CP/BK/JO
Week 4 - Proofreading and final revisions with CM	LB/CP
Week 5 - Preparation of files for final intended use	CP/BK

Advertisements Ads, Programs Flyers, Newsletters, Powerpoint Presentations and Slides, Business Forms, Employment Forms / Recruitment Brochures, Medical And Healthcare Forms and Information Packets, Calendars

Maps, Emergency Medical Dispatcher Information Booklets, Posters, Banners

Week 1 - Team meeting, review CM job ticket, job forecasting and conceptual development	JO/KL
Week 2 - Establish creative direction for CM and refinement	JO/LB
Week 3 - Presentation to CM, revisions	KL
Week 3 - Design and Layout revisions and final production	JO/CP/BK
Week 4 - Final revisions between WTC and CM	CP/BK
Week 4 - Preparation of files for final intended use	CP/BK

Agendas, Identification cards, Announcements, Organization Charts, Flyers, T-Shirt Designs, Bumper Stickers, Tags, Cover Letters, Budgets, Business Cards, Surveys, Cards, Signs, Receipts Booklets

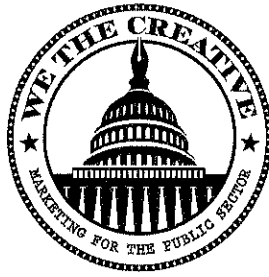
Week 1 - Team meeting, review CM job ticket, job forecasting and conceptual development	JO/KL
Week 2 - Presentation of plan to CM	KL
Week 3 - Final revisions between WTC and CM	CP/BK

Identification cards, Name and place cards, Award Certificates, Desk Pads, Tickets, Floor Plans, Seating Charts, Sign-In And Sign-Up Sheets, Ballots, Evaluations, Legal Forms, Certificates, Charts And Diagrams, Envelopes, Faxes, Special Event Flyers Forms, Invoices, Job Descriptions, Labels, Letterhead, Memo Mastheads, Reports Time Sheets, Bookmarks

Week 1 - Team meeting, review CM job ticket, job forecasting and conceptual development	JO/KL
Week 1 - Final revisions between WTC and CM	JO/KL

KEY PERSONNEL

JO: Joven Orozco KL: Kenneth Lim CP: Charles Pebenito BK: Betty Ko LB: Lisa Boosin



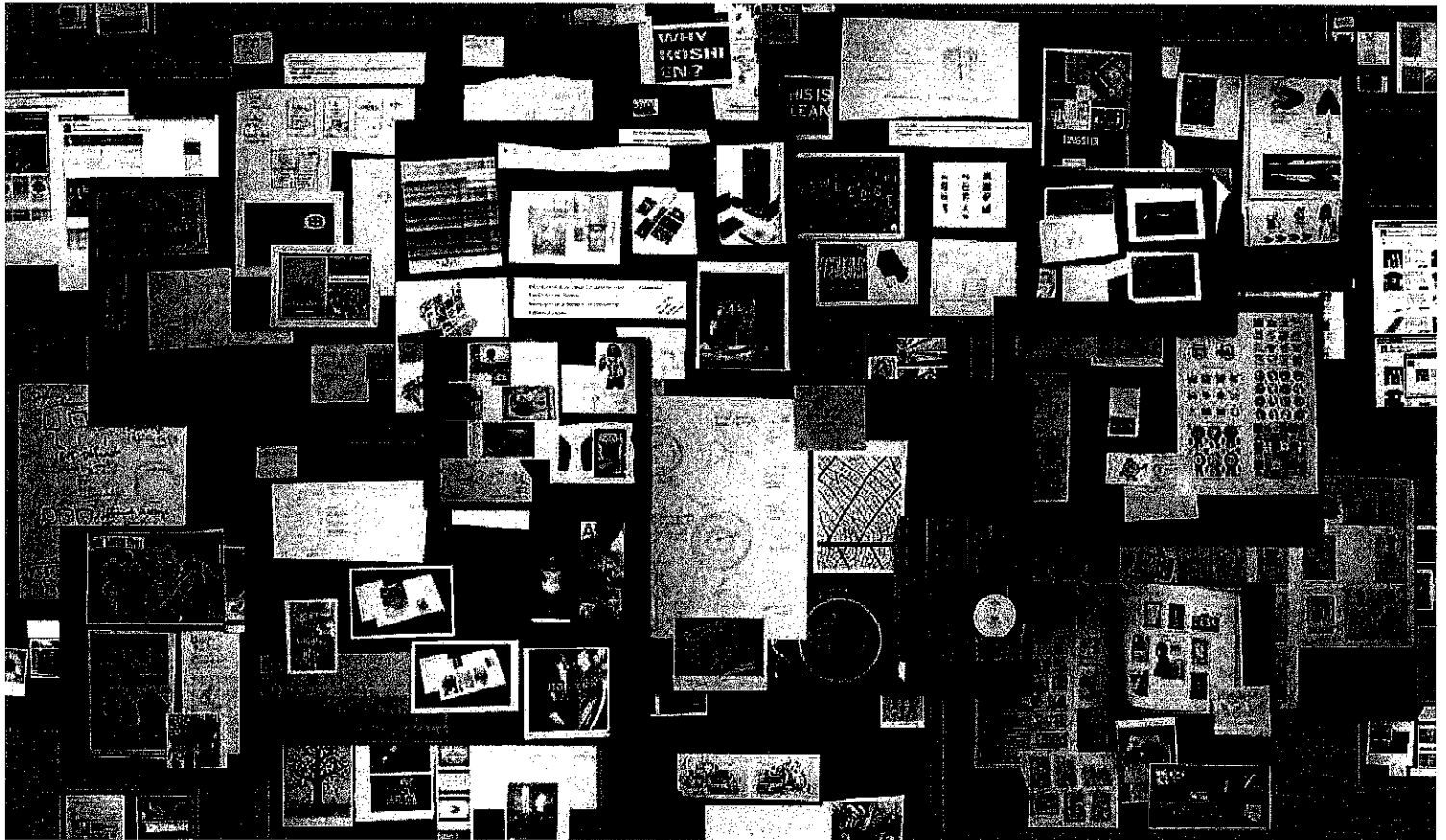
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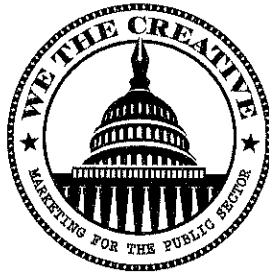
INNOVATIVE AND CREATIVE APPROACH: BOARDSTORMING

WTC has been perfecting this new conversation technique for nearly six years. Boardstorming is a process Joven created where a client receives 25-50 loose ideas on strategic direction, image direction, printing techniques, social techniques and/or outreach ideas. This can process is usually inserted before the typical three comps presentation. Basically every idea we can think of is on a board for feed back and conversation during the presentation. This will allow us to quickly understand what is possible, but more importantly what is not possible for tactics, styles, messaging and/or strategies.

Clients who have experienced this exercise:

OCTA, John Wayne Airport, OC Waste & Recycling, City of Irvine, Disney, Mattel, Oakley and more.





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CITY EMPLOYEES

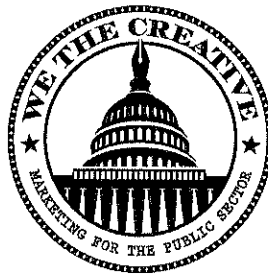
In the event of being selected WTC will follow a process for the recruitment, hiring and retention of former employees of the CM who have been or may be displaced due to layoff or outsourcing of function and services formerly provided by CM.

Steps

- 01 Determine need
- 02 Review qualifications and resume
- 03 Review portfolio
- 04 Interview with staff
- 05 Skills and personality test
- 06 Final interview

CITY OWNED FACILITIES

WTC has none that fall under this specification.



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STAFFING

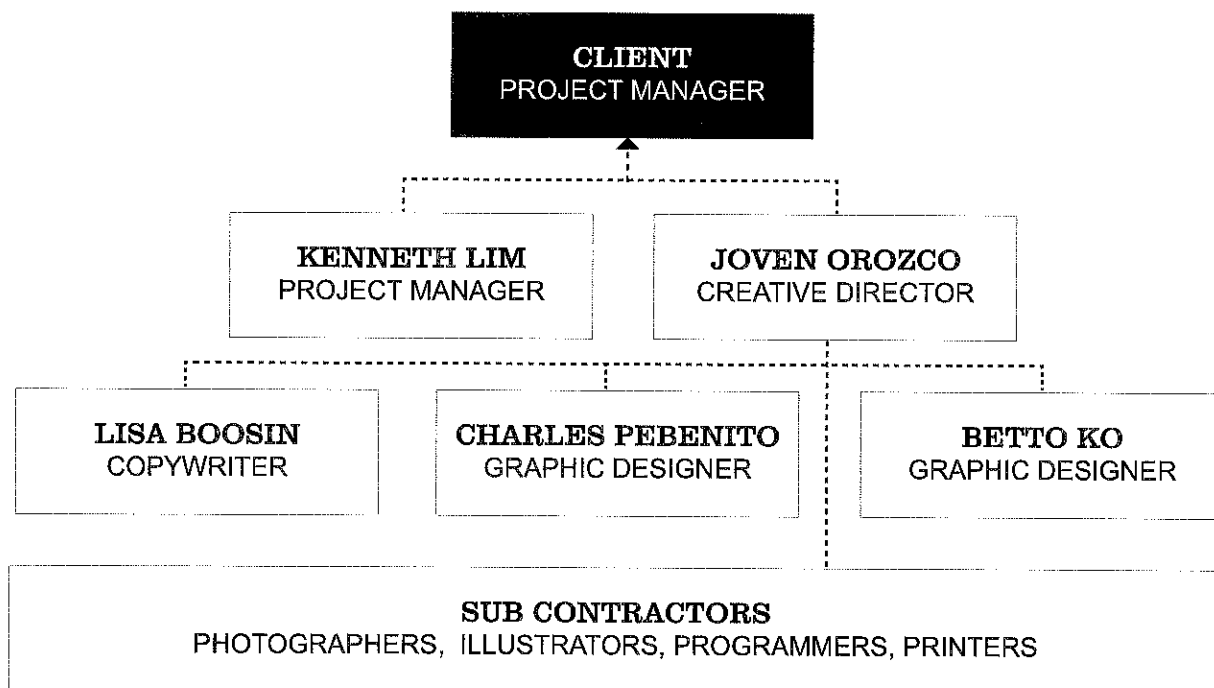
PROPOSED STAFFING AND PROJECT ORGANIZATION (1 to 20 hours per week per staff person)

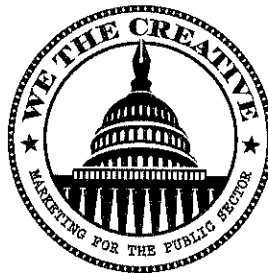
We The Creative is a company that will work directly with the client. The firm is experienced, proactive and keen on utilizing the most modern technologies to achieve the best results. However, its management approach is traditional, personal and customer focused. WTC schedules regular internal meeting to ensure every team member and subcontractors are current and updated on each job status while TimeFox project management software is used to make sure all projects are on schedule and on budget. WTC offers the client access to real-time project information through a protected portal section of its website. The project website is userfriendly and has been proven to be an efficient tool for clients in bringing up-to-date information. Each project will have a project manager to ensure good communication and a transparent project environment while a response to the client project manager's requests for services is always guaranteed with a 48-hours notice.

Key staff of the WTC team will be available to the extent proposed for the duration of the project. To this extent, no person designed as "key" to the project shall be removed or replaced without the prior written concurrence of the client. Our key staff members are Joven Orozco and Kenneth Lim, Charles Pebenito and Betty Ko.

PROJECT ORGANIZATION CHART

The project organization chart defines the relationships among the project staff. Although Joven Orozco is the key contact for the conceptual direction and Kenneth Lim for management of the projects, all key team members will be available on a daily basis should the client have any request during the whole duration of each single job.





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JOVEN OROZCO | PRESIDENT & CREATIVE DIRECTOR (1-15 hours per week)

Joven integrates the fundamental understanding of business goals and objectives with precise creative solutions to produce and deliver accurate products. He provides strategic supervision on all client projects from initial discovery to final delivery. Joven always work hard to remain fresh, competitive and ahead of the market.

EDUCATION

Bachelor of Fine Art with an emphasis in graphic design, California State University, Fullerton, 1995

EXPERIENCE

07/95 - Present

President & Creative Director for Jovenville, LLC/We The Creative
2810 Villa Way, Newport Beach, CA 92663
Duties: Team leader responsible for strategy and creative direction for all projects and to oversee all work through production and delivery

07/96 - 01/00

Partner for Joken Industries
2814 Lafayette Ave., Newport Beach, CA 92663
Duties: Responsible for creative development, sales and marketing

09/96 - 05/97

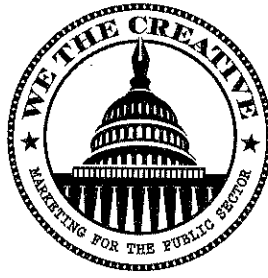
Typography Instructor for California State University, Fullerton
800 N. State College Blvd., Fullerton, CA 92831
Duties: Responsible for class structure and nurturing students to become good designers who understand the importance and fundamentals of type

COMPUTER SKILLS

Proficient in all the latest graphic programs including, Adobe Photoshop, Illustrator, Acrobat, Indesign, Microsoft Office, Macromedia Dreamweaver, Fireworks, Flash, and Quark Xpress

CLUBS/ORGANIZATIONS

AIGA Orange County, Board Member, Vice President of Operations
Orange County Ad Federation, Member
Asian Business Association of OC, Member



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KENNETH LIM | PROJECT MANAGER (1-10 hours per week)

Kenneth has been with We The Creative for over 11 years and is responsible for project management for all projects. Kenneth works with the client to identify the benefits a brand offers, to whom it should focus its messages, and the best competitive position. Kenneth also works with the client to obtain or conduct research that will help clients understand their markets and audiences. Kenneth has a commitment to customer services is like no other and is one of the main reason for the success and growth of We The Creative.

EDUCATION

Bachelor of Fine Art with an emphasis in graphic design, California State University, Fullerton, 1996

EXPERIENCE

07/99 - Present, Project Manager for We The Creative
2810 Villa Way, Newport Beach, CA

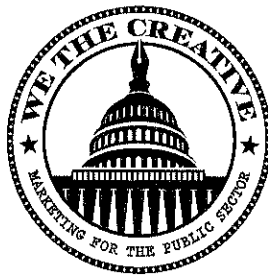
Duties: Responsible for client services and traffic for all projects also works closely with all clients with the ability to understand client needs and get projects done on time and within budget.

07/96 - 07/99 Art Director for Bassett & Associates
Laguna Beach, CA 92663

Duties: Responsible for creative direction and production for most projects with client and vendor interaction

COMPUTER SKILLS

Proficient in all the latest graphic programs including, Adobe Photoshop, Illustrator, Acrobat, Indesign, CorelDraw, Microsoft Office, Macromedia Dreamweaver, Fireworks, Flash, and Quark Xpress



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CHARLES PEBENITO | GRAPHIC DESIGNER (1-20 hours per week)

EDUCATION

Bachelor of Science in Graphic Design, The Art Institute of California, Orange County, 2011

Betty is responsible for concept design direction and production for projects. Prior to this position, Betty was a graphic designer and production artist at

EXPERIENCE

11/10 - Present, Graphic Designer for We The Creative

2810 Villa Way, Newport Beach, CA

Duties: Responsible for the design, development, and execution for projects also works closely with all the Creative Director with the ability to understand client needs.

02/10 - 11/10, Graphic Designer for OC Fair & Event Center

Costa Mesa, CA 92663

Duties: Responsible for the design, development, and execution of Orange County's 2010 Fair themes.

10/08 - 11/09, Graphic Design Intern for Skinnie Magazine

Upland, CA 92663

Duties: Print production for magazine

COMPUTER SKILLS

Proficient in all the latest graphic programs including, Adobe Photoshop, Illustrator, Acrobat, Indesign, Microsoft Office, Macromedia Dreamweaver, After Effects and Premiere Pro

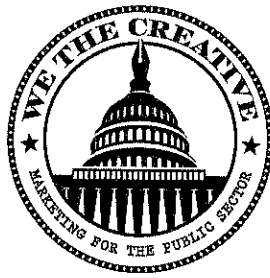
ACADEMIC HONORS

American Graphic Design Awards 2010

Spring 2009 – Fall 2010 Dean's Honor Awards

CLUBS/ORGANIZATIONS

AIIGA Orange County, Board Member



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BETTY KO | GRAPHIC DESIGNER (1-20 hours per week)

EDUCATION

Bachelor of Science in Graphic Design, The Art Institute of California, Orange County, 2011

Betty is responsible for concept design direction and production for projects. Prior to this position, Betty was a graphic designer and production artist at

EXPERIENCE

11/10 - Present, Graphic Designer for We The Creative

2810 Villa Way, Newport Beach, CA

Duties: Responsible for the design, development, and execution for projects also works closely with all the Creative Director with the ability to understand client needs.

06/07 - 11/10, Graphic Designer/Photographer for Department of Design and Color
Costa Mesa, CA 92663

Duties: Worked with a team to produce Volcom's web catalogs.

10/08 - 11/09, Graphic Design Intern for Volcom
Costa Mesa, CA 92663

Duties: Print production team create seasonal catalogs using Photoshop, Illustrator, and InDesign

02/08 - 04/08, Graphic Design Intern for Burton
Irvine, CA 92663

Duties: Supported web development team by producing/editing images in Photoshop, preparing photos for print and web, and compiling photo assets for xml integration for flash display.

COMPUTER SKILLS

Proficient in all the latest graphic programs including, Adobe Photoshop, Illustrator, InDesign, AfterEffects, Microsoft Word & Excel, basic HTML coding

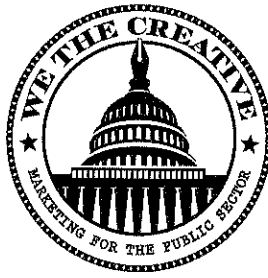
ACADEMIC HONORS

The Art Institute of California, Orange County

Summer 2009 – Winter 2010 Dean's Honor Awards

CLUBS/ORGANIZATIONS

AIGA Orange County, Board Member



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LISA BOOSIN | COPYWRITER (1-10 hours per week)

Award-winning creative copywriter with agency, in-house, and client side experience. Strong background in advertising and marketing, including B2B advertising and direct marketing. Key strengths include superior concepting skills, ability to multi-task and excellent communication skills.

EDUCATION

CSU Fullerton Master's Degree (Communications)
Bachelors Degrees in Communications and Philosophy
Bookshop - Culver City, CA – January 2002 – December 2006

EXPERIENCE

Copywriter (freelance)

Clients include Mattel, E! Network, John Wayne Airport, Decadestwo.1 Designer Consignment, Hard Rock Hotels, Marriott Hotels, Shimano American Corporation, Orange County Transit Authority)
Developed concepts and wrote copy for print ads, interactive advertising, social media and direct mail campaigns; wrote material for collateral, fact sheets, and annual reports.

Senior Copywriter

PacifiCare Health System/UnitedHealthcare – 9/2004 -11/2008

Developed concepts and wrote advertising copy for radio commercials, print ads, marketing communications and direct mail campaigns; supervised a staff of copywriters, editors and proofreaders; helped establish brand guidelines and helped to maintain consistency.

Copywriter

The Orange County Register – 4/2000 - 7/2004

Developed concepts and wrote copy for television and radio commercials, print ads, and direct mail campaigns; wrote material for collateral, fact sheets, and marketing communications; assisted with proofreading in a high-volume in-house advertising environment.

Copywriter

Dan Miller Advertising – 3/1999 - 4/2000

(Clients included Nissan/Infiniti, Mitsubishi, Hyundai, and ITT Industries).

Developed concepts and wrote advertising copy for radio commercials, print ads, web content, and direct mail campaigns; wrote material for collateral, fact sheets, and marketing communications.

AWARDS

One Show Merit Awards – yes, that's plural, 2006; Orange County Ad Club awards; numerous awards from INMA and NAA for materials created for The Orange County Register.



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QUALIFICATIONS

RELATED EXPERIENCE

Joven Orozco, Kenneth Lim and Lisa Boosin have worked on all projects listed below. Betty Ko and Charles Pebenito only worked on projects dating 2010.

WTC was the prime on the projects listed below. We have worked with many public sector companies providing creative services. Services include numerous advertising campaigns, branding identities, print collateral, signage, e-communications, eblasts, websites and social media strategies. We have been very fortunate to have worked with these organizations. We've had a great time and learned a lot about the public sector.

Sample of WTC projects are displayed on the Graphic Exhibit section. Additional samples are also provided.

Orange County Transportation Authority

- The 5th and 6th Annual OCTA Small Business Conference & Vendor Fair
- 2006 Rideshare Week campaigns
- 2007 Rideshare Week campaigns
- 2008 Dump the Pump campaign
- 2008 Youth Summer Bus Pass campaign
- 2008 Youth N Motion collateral items
- 2008 Youth Summer Bus Pass campaign
- Bravo! BRT launch website
- Goods Movement awareness brochure
- OCTA Benefits & Compensation brochure
- 2009 91 Express Lanes annual report
- 91ExpressLanes.com redesign
- 2010 Dump the Pump outreach campaign
- 2010 Rideshare Week campaign
- OCTA Share the Ride brand campaign
- RideshareThursday.com
- 2011 Bike to Work Campaign

John Wayne Airport

- 2006/2007 Annual Report
- 2007/2008 Annual Report
- 2008/2009 Annual Report
- 2010/2011 Annual Report

City of Irvine

- 2007 Annual Report to the Community
- 2008 Annual Report to the Community

Omnitrans

- 2007 Comprehensive Annual Financial Report
- 2008 Comprehensive Annual Financial Report
- 2009 Comprehensive Annual Financial Report
- 2010 Comprehensive Annual Financial Report

Orange County Waste & Recycling

- 2009 Annual Report
- 2010 Annual Report

Los Angeles World Airports

- Van Nuys Airport Advertisements
- Van Nuys Airport Vinny Signage
- Van Nuys Airport Brochures

Joven Orozco, Kenneth Lim, Betty Ko and Charles Pebenito will be the key staff working on projects for CM. All tasks are listed in staffing section.



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REFERENCES

WTC services and collaborates with a wide range of clientele, however the following clients are familiar with our design process and work methodology, essential in the production of the items listed in this RFP.

Ryan Armstrong, OCTA Section Manager
Orange County Transportation Authority
550 S. Main St., Orange, CA 92863-1584
(714) 560-5834

WTC collaborated with Ryan on several OCTA projects including many online and social marketing efforts.

Judy Leon, Marketing Account Executive
Orange County Transportation Authority
550 S. Main St., Orange, CA 92863-1584
(714) 560-5358

WTC collaborated with Judy on several OCTA projects.

Sandy Boyle, OCTA Section Manager
Orange County Transportation Authority
550 S. Main St., Orange, CA 92863-1584
(714) 560-5893

WTC collaborated with Sandy on many rideshare OCTA projects.

Judy Pal, Public Information Officer (past)
City of Irvine
One Civic Center Plaza, Irvine, CA 92623
(949) 910-2731

WTC collaborated on the 2006 City of Irvine, Annual Report. WTC provided various design concepts, production services, image selection and print supervision.

Ann McCarley, Manager of Communications
John Wayne Airport
3160 Airway Avenue, Costa Mesa, CA 92626
(949) 252-5163

WTC is currently working with JWA on their Annual Report and scheduled to print in May. JWA has first hand experience with our processes and thinking.

Donald Walker, Director of Finance
Omnitrans

1700 West Fifth Street, San Bernardino, CA 92411
(909) 379-7116

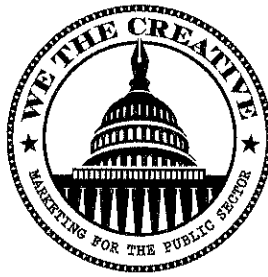
WTC has completed several Comprehensive Annual Financial Reports.

Pamela Newcomb, Administrative Manager
Orange County Waste & Recycling
300 North Flower St., Ste. 400, Santa Ana, CA 92703
(714) 834-5514

WTC has completed the 2009 Annual Report for OC Waste & Recycling. Pamela and their Directors are aware and embrace our creative and innovative problem solving processes.

Stefanie M. Light
Director, University Marketing & Major Events
California State University, Fullerton
2600 East Nutwood Ave., Ste 820, Fullerton, CA 92831
(567) 278-7728

WTC created several marketing materials, collateral items and newspapers ads for CSUF's Front & Center events and CSUF auctions.



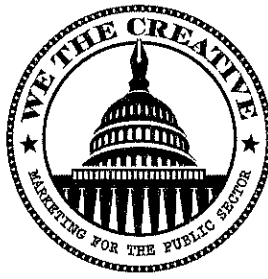
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FINANCIAL CAPACITY

JOVENVILLE, LLC dba WE THE CREATIVE
PROFIT AND LOSS STATEMENT:
JAN 01, 2011 - DEC 31, 2011

WTC is financially stable

	<u>Jan - Dec '11</u>
Ordinary Income/Expense	
Income	
REVENUE EARNED	508,610.53
Total Income	508,610.53
Cost of Goods Sold	
COST OF GOODS SOLD	138,727.05
Total COGS	138,727.05
Gross Profit	369,883.48
Expense	
ACCOUNTING	7,520.00
AUTOMOBILE EXPENSE	12,674.44
BANK SERVICE CHARGES	364.32
BUSINESS MEALS	9,735.66
COMMISSION EXPENSE	1,750.00
COMPUTER EXPENSE	3,276.43
DONATION	220.00
DUES AND SUBSCRIPTIO...	767.24
INSURANCE	14,491.71
JANITORIAL	855.00
LEGAL EXPENSE	144.00
MARKETING EXPENSES	14,823.91
OFFICE EXPENSE	2,714.01
OFFICE SUPPLIES	4,425.46
OUTSIDE SERVICES	6,272.25
PAYROLL PROCESSING F...	1,396.87
PERMITS AND FEES	678.25
POSTAGE	750.95
PROFESSIONAL EDUCATI...	795.00
REFERENCE MATERIALS	4,617.44
RENT	9,600.00
SEMINAR/CONFERENCE	250.00
TAXES	20,353.00
TELEPHONE	5,901.44
TRAVEL	8,412.32
WAGES	164,967.35
Total Expense	297,757.05
Net Ordinary Income	72,126.43



FEE PROPOSAL

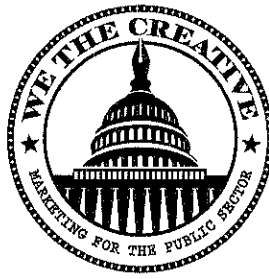
Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

If bidding by hourly services provided:

Employee	Hourly Rate	Total Cost	Overtime rate
Joven Orozco	\$75		\$80
Kenneth Lim	\$65		\$70
Betty Ko	\$55		\$60
Lisa Boosin	\$55		\$60

The undersigned bidder hereby offers to perform the required services in strict compliance with the specifications, terms and conditions set forth in this bid invitation.



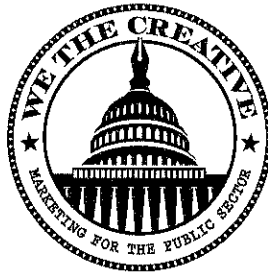
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FEE PROPOSAL

Bidding job samples: (see attachment 2 for job samples)

Item

No.	Description	Bid Price*	Bid Price*
JOB #1			
	Standard Lead Time: <u>30</u> days	\$ <u>5,000</u>	Rush Lead Time: <u>15</u> days \$ 7,500
JOB #2			
	Standard Lead Time: <u>5</u> days	\$ <u>3,500</u>	Rush Lead Time: <u>3</u> days \$ 4,000
JOB #3			
	Standard Lead Time: <u>2</u> days	\$ <u>500</u>	Rush Lead Time: <u>1</u> days \$ 500
JOB #4			
	Standard Lead Time: <u>5</u> days	\$ <u>2,000</u>	Rush Lead Time: <u>3</u> days \$ 12,500
JOB #5			
	Standard Lead Time: <u>30</u> days	\$ <u>10,000</u>	Rush Lead Time: <u>15</u> days \$ 15,000



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FEE PROPOSAL

Pricing Schedule for Deliveries/Pick-up

Name of Company Bidding: WE THE CREATIVE

- \$10 Cost to run scheduled delivery to/from Costa Mesa City Hall once per work day Daily charge (if any)
- \$10 Cost to run scheduled delivery to/from Costa Mesa City Hall twice per work day Daily charge (if any)
- \$10 Pick up or delivery to Costa Mesa City Hall on demand One way trip/job
- \$10 Pick up and delivery to Costa Mesa City Hall on demand Round trip cost/job
- \$10 Pick up or delivery to delivery to other city facilities (within CM city limits) One way trip
- \$0 Expediting charge for 4 hour delivery, if any Per job
- \$0 Expediting charge for 1 hour (or while you wait delivery), if any Per job
- \$5 Overtime costs to run jobs after regular hours (to be billed in 15 minute increments) Per hour

DISCLOSURE

WTC has no relationships with CM