

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
BARR & CLARK**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of March, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and BARR & CLARK, a California corporation ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide lead-based paint testing services, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibits "A" and "B" 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 sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Work, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

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. 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. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. 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.

1.5. 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. 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.

1.7. 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.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit B. Consultant's annual compensation shall not exceed Three Thousand Five Hundred Dollars (\$3,500.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City

Manager or designee, 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 the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's 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, the date of performance, 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 from the Effective Date until three (3) years after termination of this Agreement.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. 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, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue through June 30, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by three (3) additional one (1) year

periods upon mutual written agreement of both parties.

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. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

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, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, 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, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. 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, its officers, agents, employees, and volunteers arising from work performed by Consultant for 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. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. 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 commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. **Certificates of Insurance.** 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 or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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 or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

**IF TO CONSULTANT:**

Barr & Clark  
16531 Bolsa Chica Street, Suite 205  
Huntington Beach, CA 92649  
Tel: (714) 894-5700  
Attn: Matt Crochet

**IF TO CITY:**

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-4870  
Attn: Jacqueline Reeves

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

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 "C" 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.** Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions

contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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 have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. 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.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. 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.

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

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

6.19. 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.

6.20. **Binding Effect.** This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. **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.

6.22. **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.

6.23. **Construction.** The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

6.25. **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.

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

6.27. **Counterparts and Electronic Signatures.** 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. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.28. **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.


**CONSULTANT**

  
Signature

Date: March 5, 2021

Matt Crochet - President  
[Name and Title]

**CITY OF COSTA MESA**

  
Carol Molina  
Purchasing Officer

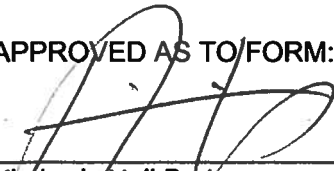
Date: March 10, 2021

**ATTEST:**

 3/18/2021  
Brenda Green  
City Clerk



**APPROVED AS TO FORM:**

 KCB  
Kimberly Hall Barlow  
City Attorney


Date: 3/28/2021

**APPROVED AS TO INSURANCE:**

  
Ruth Wang  
Risk Management

Date: 3/10/21

**APPROVED AS TO CONTENT:**

  
Jacqueline Reeves  
Project Manager

Date: 3/11/21

DEPARTMENTAL APPROVAL:

  
\_\_\_\_\_  
Jennifer Le  
Economic and Development Services  
Director

Date: 3/11/21

APPROVED AS TO PURCHASING:

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

Date: March 10, 2021

**EXHIBIT A**  
**SCOPE OF WORK**

## SCOPE OF WORK

All services provided by Barr & Clark shall conform to the requirements as described in this Scope of Work.

The Consultant's scheduling of the inspections will be *immediately* upon receipt of the request from the City of Costa Mesa. The written reports will be available in approximately 3 working days from the completion of the field inspection. Verbal XRF results are available immediately upon completion of the field inspection (*if necessary*).

The Consultant will be responsible for scheduling all inspections in accordance with industry best practices and standard operating procedures, ensuring that inspection schedule is not interrupted for any reason once scheduled.

The Consultant will be responsible for telephone, vehicle, insurance and any other costs associated with inspection services.

Consultant shall furnish sufficient organization, personnel (i.e. back-up inspectors) and management staff with the necessary skills and judgment to perform all the duties and responsibilities normally associated with the inspection function

The Consultant will perform limited lead-based paint (LBP) inspection of the accessible interior or exterior areas of the residence (Single Family or Mobile Home). The City of Costa Mesa shall specify whether the inspection is interior or exterior.

The inspector should use the HUD/EPA standard for lead-based paint of equal to or greater than 1.0 mg/cm<sup>2</sup> or 0.5% by weight, as defined by Title X of the Housing and Community Development Act of 1992. For purposes of the HUD/EPA Lead-Based Paint Disclosure Rule, at 24 CFR 35.86 and 40 CFR 745.103 states that a lead-based paint free finding must demonstrate that the building is free of 'paint or other surface coatings that contain lead in excess of 1.0 milligrams per square centimeter (1.0 mg / cm<sup>2</sup>) or 0.5 percent by weight (5000 ppm).

The inspection will be in compliance with **24 CFR 35.930 (d)**, California Department of Health Services (**CDPH/DHS Title 17**), **CCR, Division 1, Chapter 8**, and the relevant chapters of the current version of the **HUD Guidelines**. Paint testing will use X-ray fluorescence, **XRF** methodology, which is non-destructive. All laboratory samples (dust and soil) will be analyzed for lead content by an approved laboratory accredited by the American Industrial Hygiene Association (AIHA), National Voluntary Laboratory Accreditation Program (NVLAP), NLLAP, and the California Department of Health Services (CDPH/DHS). A **Sample Lead-Based Paint Inspection/Risk Assessment Report** will be provided if requested.

The inspector should use the HUD/EPA standard for lead-based paint of equal to or greater than 1.0mg/cm or 0.5% by weight, as defined by Title X of the Housing and Community Development Act of 1992. For purposes of the HUD/EPA Lead-Based Paint Disclosure Rule, 1.0 milligrams per square centimeter (mg/cm) or 0.5% by weight are the standards

XRF Performance Characteristic Sheet (PCS) for the X-Ray Fluorescence (XRF) lead paint analyzer is to be used in the inspection. It will specify the ranges where XRF results are positive, negative or

inconclusive, the calibration check tolerances, and other important information. Only devices with a posted PCS may be used for lead paint inspections.

Soil, dust, and water samples collected shall be analyzed for lead content by an approved accredited laboratory.

Consultant shall document in a written report systematic classification for each test result and relate those with specific testing locations. Summarize results for easy interpretation and recommendation regarding any lead laden surfaces.

### **PROJECT DESIGNS / ABATEMENT PLANS**

All Lead-Based Paint Project Designs, Abatement Plans, and Abatement Specifications are developed by a CDPH Certified Lead Project Monitor to include but not limited to:

- Containment and resident protection
- Worker Protection'
- Lead hazard control methods to be used
- Clean up and clearance methods and requirements
- Waste Disposal requirements
- Written specifications will be submitted to the City for review with 14 calendar days of the request for Lead based project design services.
- The Project Designer will abide by all applicable federal, state and local laws, regulations and guidelines and technical specifications

### **PROJECT MONITOR**

The Consultant will conduct site visits before, during and after the LBP abatement process as directed by the City of Costa Mesa staff to ensure compliance with all applicable federal, state and local laws, regulation and guidelines and technical specifications.

Consultant will perform on site project monitoring at request of City to ensure compliance with all applicable federal, state and local laws, regulations and guidelines and technical specifications.

The Project Monitor monitors the perimeter of the regulated area from inside and outside the isolation barriers. Consultant will notify the Contractor immediately of indications of leaks or breach in containment.

Consultant will inspect and evaluate the containment work areas for compliance with technical specifications and applicable regulations ensuring that the Abatement contractor is utilizing proper containment, abatement methods, cleanup techniques, disposal requirements, following all federal, state, and local lead laws.

Consultant will monitor hazardous waste storage area.

Consultant will characterize hazardous waste streams for LBP project and supervise disposal method on all projects

## **CLEARANCE INSPECTION**

Lead-Based Paint Clearance Inspections take place at the completion of all lead-related work. Clearance Inspections ensure that the lead abatement work was completed per the scope of work and that proper cleanup/disposal methods were followed.

After visually assessing the abatement work, dust and/or soil samples will be taken in appropriate areas to verify the cleaning process.

The Lead Clearance Inspection will be performed CDPH Certified Lead Project Monitors and/or CDPH Certified Lead Inspector / Risk Assessors.



**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**



**BARR & CLARK**

Independent Environmental Testing  
Asbestos • Lead • Mold • Phase I

# *Proposal for Lead-Based Paint Testing Services*

**Prepared For:**

*Jacqueline Y. Reeves*

*City of Costa Mesa*

*77 Fair Drive*

*Costa Mesa, CA 92628-1200*

*Phone (714) 754-4870*

*[Jacquie.reeves@costamesaca.gov](mailto:Jacquie.reeves@costamesaca.gov)*

**Proposing Firm:**

*Barr & Clark, Inc.*

*12684 Hoover Street*

*Garden Grove, CA 92841*

*Phone: (714) 894-5700*

*Fax: (714) 894-5702*

*Contact Person: Matt Crochet*

*January 6, 2021*



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**Cover Page**

*Jacqueline Y. Reeves  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92628-1200  
Phone (714) 754-4870  
[Jacquie.reeves@costamesaca.gov](mailto:Jacquie.reeves@costamesaca.gov)*

**Re: Proposal for Lead-Based Paint Services**

Dear Ms. Reeves:

As the impact of the recent changes to the HUD requirements are becoming apparent to municipalities and community based organizations all across the country, we have carefully studied the relevant sections of 24 CFR, section 35 (*Title X*) and California's *Title 17* in regards to lead based paint inspections to better serve our clients. Additionally, we are very familiar with all applicable lead-related rules and regulations (*local, state, and federal*) including *EPA, RRP, HUD, CDPH/DHS, NESHAP, CAL-OSHA, South Coast AQMD, Clear Air Act, TSCA, and OSHA*.

It is important to be in compliance with the regulations and to reduce complications to an already burdened project. Our knowledge and experience can help to minimize the impact of lead-related considerations affecting your programs. Barr & Clark is pleased to bid on your ongoing Lead-Based Paint (LBP) consulting work. Barr & Clark is proud of our past accomplishments and we are confident that we can continue to provide the City of Costa Mesa with timely and cost-efficient services.

The following Barr & Clark principal is authorized to make all representations for this proposal:

  
\_\_\_\_\_  
*January 6, 2021*  
**Matt Crochet – President  
Barr & Clark, Inc.**  
16531 Bolsa Chica Street, Suite 205  
Huntington Beach, CA 92649  
Phone: (714) 894-5700  
Cell: (310) 760-2112  
Fax: (714) 894-5702  
Email: [matt@barrandclark.com](mailto:matt@barrandclark.com)



## **Statement of Qualifications**

**Barr & Clark Environmental** is a local Southern California firm that was founded in 1992 on one basic premise: *provide quality environmental consulting services at a fair and reasonable price*. Today's property owners and managers are impacted with an ever-increasing number of environmental regulatory requirements in the day-to-day management of their assets. Barr & Clark offers *affordable* and *practical alternatives* to comply with these regulations and requirements.

Barr & Clark is recognized by its peers as a leader in performing *Lead-Based Paint Inspections, Asbestos Containing Materials Surveys, and Phase I Reports*. If your project requires an *abatement specification, project design, monitoring, clearance testing, or overall project management*, our qualified staff is prepared to meet any of your environmental needs. Clients from over 45,000 projects have included community development departments, health departments, housing authorities, airport facilities, military bases, financial institutions, correctional facilities, manufacturing plants, renovation/abatement contractors, large apartment complexes, property management companies, and private homeowners. Barr & Clark offers its clients *comprehensive* and *integrated* environmental consulting services.

Barr & Clark specializes in providing these services in an integrated manner when construction or other events are in progress. It is recognized that the environmental project is often just one of many priorities for the building owner. Whether the other priorities are construction, a loan, or government-assisted funding, the environmental project will always be catered to meet the needs of the client.

Over the past **twenty-nine years**, Barr & Clark has gained extensive experience in working with numerous governmental agencies and their respective regulations. These agencies include (*but are not limited to*) **CAL/OSHA (DOSHS), EPA, CAL/EPA, HUD, DTSC, NESHAP, TSCA, OSHA, SCAQMD, and CDPH/DHS**. These regulatory agencies each have their own perspective, priorities, and requirements (*in some cases, several agencies' requirements may be in conflict with each other*). Every environmentally impacted project will involve at least one or more of these agencies. Barr & Clark is known by the key personnel in these agencies and has maintained a positive relationship based on past experiences and mutual cooperation. Knowing the *regulations* and the *regulators* can avoid unanticipated delays and expenses on a project.

Barr & Clark's consulting services are designed to facilitate decision-making. Our client's time factors, budget constraints, and overall plan for the property will be considered. Barr & Clark is proud of its *"on time and no surprises"* completion of projects. Strict quality control procedures and responsive customer service have earned the devotion of a broad base of clients. When the need for environmental testing or consulting arises, property owners know that **Barr & Clark** will provide them with a *quality, integrated, and cost effective strategy*.

Barr & Clark utilizes state-of-the-art-practices, equipment, and techniques in accordance with all regulatory standards while performing Lead-Based Paint (LBP) inspections. For **Lead-Based Paint Inspections**, the method employed is X-ray fluorescence (XRF) using a Radiation Monitoring Device Lead Paint Analyzer (RMD LPA-1). It is a *non-destructive, non-evasive* means of testing. Soil and dust samples collected are analyzed for lead content by an approved laboratory which is accredited by the



American Industrial Association (AIHA), the National Institute for Standards and Technology (NVLAP) and the California Department of Health Services (ELAP).




### **Resumes & Certifications for Key Personnel:**

#### **Matthew Crochet – President/CEO & Project Manager, Lead & Asbestos Operations**

Twenty-nine years' experience in lead-based paint and asbestos field inspections, project designs, project monitoring, operations and maintenance plans, and clearance testing. Range of properties dealt with include single family residences, multi-family dwellings (apartments), commercial, industrial, and government owned facilities (military bases, post offices, prisons). Mr. Crochet was a member of the National Lead Abatement Council and the California Association of Certified Lead Professionals (Board Member). Additionally, Mr. Crochet is an expert in XRF technology and is the Southern California representative for the RMD LPA-1 XRF.

Certifications include:

- **CDPH - State of California Certified Lead Inspector/Risk Assessor (LRC-00005312) – 12<sup>th</sup> in California! Since 1996 – 25 Years**
- **CDPH - State of California Certified Lead Abatement Project Monitor (LRC-00005311) – 12<sup>th</sup> in California! Since 1996 – 25 Years**
- **National Center For Healthy Housing - Healthy Homes Rating System Certificate of Completion – Since 2012 – 9 Years**
- **RMD/Protec LPA-1 XRF Training & Radiation Safety Training Certificate – Since 2000 – 21 Years**
- **Heuresis/Viken Model Pb200i XRF Training & Radiation Safety Training Certificate Since 2019**
- **DOSH Certified Asbestos Consultant (CAC #14-5176) Since 2014 – 7 Years**

	STATE OF CALIFORNIA DEPARTMENT OF PUBLIC HEALTH		
<b>LEAD-RELATED CONSTRUCTION CERTIFICATE</b>			
<b>INDIVIDUAL:</b>	<b>CERTIFICATE TYPE:</b>	<b>NUMBER:</b>	<b>EXPIRATION DATE:</b>
	Lead Inspector/Assessor	LRC-00005312	6/13/2021
<b>Matthew Crochet</b>	Lead Project Monitor	LRC-00005311	6/13/2021
<small>Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at <a href="http://www.cdph.ca.gov/programs/clppb">www.cdph.ca.gov/programs/clppb</a> or calling (800) 597-LEAD.</small>			












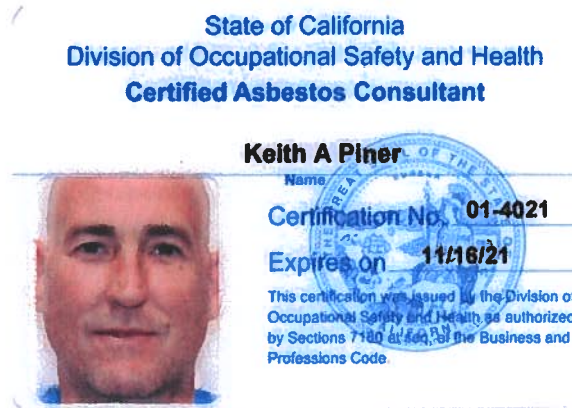
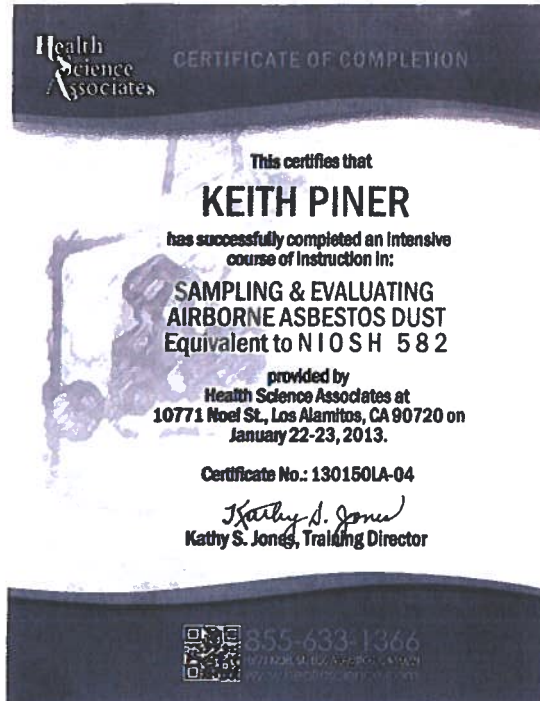
**Keith Piner – Senior Project Director, Lead & Asbestos Operations**

Twenty-one years' experience in lead and asbestos-related consulting, field inspections and project monitoring for single family residences, apartment complexes, commercial structures, industrial sites and school facilities. Certifications include:

- **CDPH - State of California Certified Lead Inspector/Risk Assessor (LRC-00005331) – Since 2005 – 16 Years**
- **RMD LPA-1 Lead Paint Inspection System (XRF) Training & Radiation Safety Training Certificate – Since 2004 – 17 Years**
- **Heuresis/Viken Model Pb200i XRF Training & Radiation Safety Training Certificate – Since 2019**
- **NIOSH 582 Training (Certificate # 130150LA-04) – Since 2013 – 8 Years**
- **DOSH Certified Asbestos Consultant (CAC #01-4021) – Since 2005 – 16 Years**

	STATE OF CALIFORNIA DEPARTMENT OF PUBLIC HEALTH		
<b>LEAD-RELATED CONSTRUCTION CERTIFICATE</b>			
<b>INDIVIDUAL:</b>	<b>CERTIFICATE TYPE:</b>	<b>NUMBER:</b>	<b>EXPIRATION DATE:</b>
 Keith Piner	Lead Inspector/Assessor	LRC-00005331	5/6/2021
<small>Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at <a href="http://www.cdph.ca.gov/programs/chpb">www.cdph.ca.gov/programs/chpb</a> or calling (800) 597-LEAD.</small>			










**Jeremy Nguyen – Senior Project Director, Lead & Asbestos Operations**

Eleven years' experience in lead and asbestos-related consulting, field inspections and project monitoring for single family residences, apartment complexes, commercial structures, industrial sites and school facilities. Certifications include:

- **CDPH - State of California Certified Lead Inspector/Risk Assessor (LRC-00000593) – Since 2013 – 8 Years**
- **Dynasil Products (RMD) LPA-1 XRF Training & Radiation Safety Training Certificate – Since 2013 – 8 Years**
- **Heuresis/Viken Model Pb200i XRF Training & Radiation Safety Training Certificate – Since 2019**
- **DOSH Certified Asbestos Consultant (CAC #17-6140) – Since 2017 – 4 Years**

	<b>STATE OF CALIFORNIA DEPARTMENT OF PUBLIC HEALTH</b>			
<b>LEAD-RELATED CONSTRUCTION CERTIFICATE</b>				
<b>INDIVIDUAL:</b>	<b>CERTIFICATE TYPE:</b>	<b>NUMBER:</b>	<b>EXPIRATION DATE:</b>	
 Jeremy Nguyen	Lead Inspector/Assessor	LRC-00000593	7/3/2021	
<small>Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at <a href="http://www.cdph.ca.gov/programs/clppb">www.cdph.ca.gov/programs/clppb</a> or calling (800) 597-LEAD.</small>				

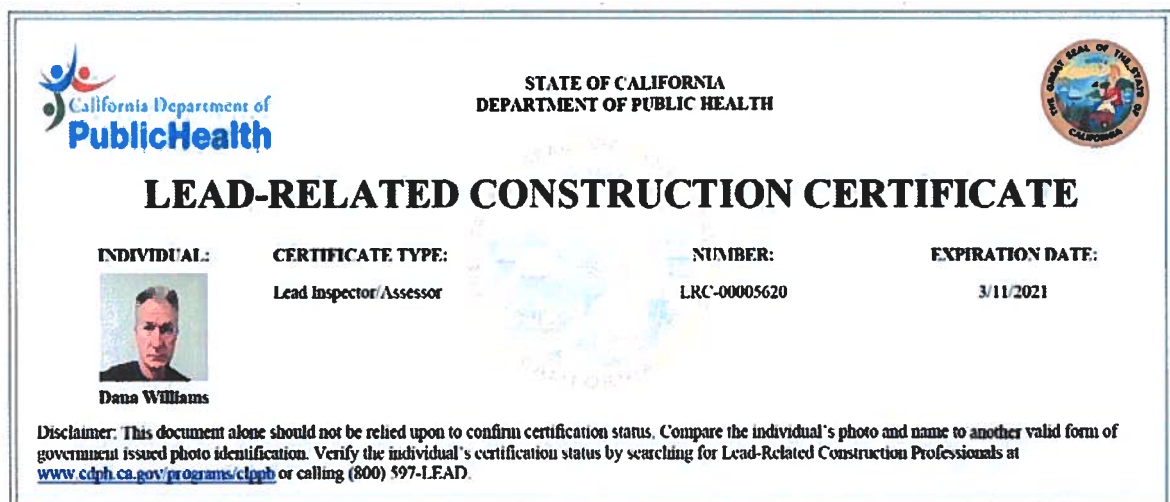


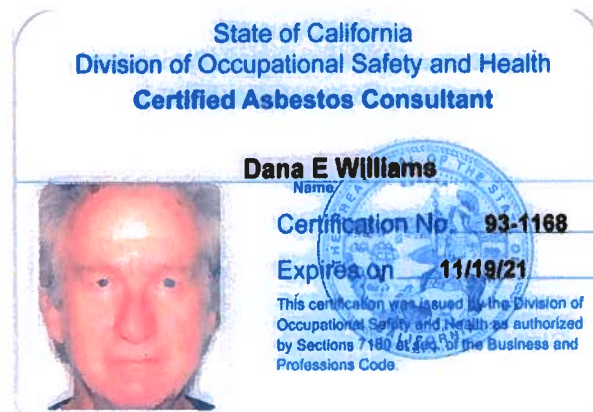


**Dana Williams – Senior Project Director, Lead & Asbestos Operations**

Thirty years' experience in lead and asbestos-related consulting, field inspections and project monitoring for single family residences, apartment complexes, commercial structures, industrial sites and school facilities. Certifications include:

- **CDPH - State of California Certified Lead Inspector/Risk Assessor (LRC-00005620) – Since 2012 – 9 Years**
- **Heuresis/Viken Model Pb200i XRF Training & Radiation Safety Training Certificate – Since 2019**
- **DOSH Certified Asbestos Consultant (CAC #93-1168) – Since 1993 – 28 Years**






**Alexander Lefebvre - Senior Office Manager & Certified Lead Sampling Technician**

Four years' experience in lead-related consulting, field inspections and project monitoring for single family residences, apartment complexes, commercial structures, industrial sites and school facilities. Certifications include:

- **CDPH - State of California Certified Lead Sampling Technician (LRC-00005115)**
- **Heuresis/Viken Model Pb200i XRF Training & Radiation Safety Training Certificate**



	<b>STATE OF CALIFORNIA DEPARTMENT OF PUBLIC HEALTH</b>			
<b>LEAD-RELATED CONSTRUCTION CERTIFICATE</b>				
<b>INDIVIDUAL:</b>	<b>CERTIFICATE TYPE:</b>	<b>NUMBER:</b>	<b>EXPIRATION DATE:</b>	
	Lead Sampling Technician	LRC-00005115	1/17/2022	
<b>Alexander Lefebvre</b>				
<small>Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at <a href="http://www.cdph.ca.gov/programs/ehpoh">www.cdph.ca.gov/programs/ehpoh</a> or calling (800) 597-LEAD.</small>				

<h1>Certificate of Training</h1>	
Alexander Lefebvre	
<small>Has completed the Viken Detection Corporation training materials presented on the topic of Instrument Operator Training, Pb200i, with regards to the materials licensed by the Commonwealth of Massachusetts and the Nuclear Regulatory Commission.</small>	
<b>Instrument Operator Training Viken Detection Corporation, Pb200i</b>	
<small>I confirm that the above named individual has received the training listed on this certificate.</small>	<small>I certify that I have received the stated training and understand the content presented. I understand that I can follow up this training with questions from Viken Detection Corporation.</small>
<u>Debra Paella</u> <u>January 20th 2020</u>	<u>Troy Whitmark</u> <u>1-20-20</u>
Name      Date	Name      Date
<small>XRF Sales, Rentals, Training and Consulting Title</small>	

**Troy Whitmark – Certified Lead Sampling Technician & Administrative Professional**




Five years' experience in lead-related consulting, field inspections and project monitoring for single family residences, apartment complexes, commercial structures, industrial sites and school facilities. Certifications include:

- **CDPH - State of California Certified Lead Sampling Technician (LRC-00005115)**





- Heuresis/Viken Model Pb200i XRF Training & Radiation Safety Training Certificate

		STATE OF CALIFORNIA DEPARTMENT OF PUBLIC HEALTH		
<h2>LEAD-RELATED CONSTRUCTION CERTIFICATE</h2>				
<b>INDIVIDUAL:</b>  <b>Troy Whitmark</b>	<b>CERTIFICATE TYPE:</b> Lead Sampling Technician	<b>NUMBER:</b> LRC-00005082	<b>EXPIRATION DATE:</b> 1/17/2022	
<p><b>Disclaimer:</b> This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at <a href="http://www.cdph.ca.gov/programs/clppb">www.cdph.ca.gov/programs/clppb</a> or calling (800) 597-LEAD.</p>				

<h1>Certificate of Training</h1> <h2>Troy Whitmark</h2>	
<p>Has completed the Viken Detection Corporation training materials presented on the topic of Instrument Operator Training, Pb200i, with regards to the materials licensed by the Commonwealth of Massachusetts and the Nuclear Regulatory Commission.</p>	
<h3>Instrument Operator Training</h3> <h3>Viken Detection Corporation, Pb200i</h3>	
I confirm that the above named individual has received the training listed on this certificate. <i>Daphne Pulella</i> January 20th 2020 Name Date XRF Sales, Rentals, Training and Consulting Title	I certify that I have received the stated training and understand the content presented. I understand that I can follow up this training with questions from Viken Detection Corporation. <i>Troy Whitmark</i> 1-20-20 Name Date



## **Statement of Understanding the Scope of Work**

All services provided by Barr & Clark will conform to the requirements as described in the RFP.

Scheduling of the inspections will be *immediately* upon receipt of the request from the City of Costa Mesa. The written reports will be available in approximately 3 working days (*usually less!*) from the completion of the field inspection. Verbal XRF results are available immediately upon completion of the field inspection (*if necessary*).

Barr & Clark utilizes *state-of-the-art* practices, equipment, and techniques in accordance with all regulatory standards while performing LBP inspections. The method employed is X-ray fluorescence (XRF) using the Heuresis/Viken Pb200i. **We currently own 7 XRF's and have 3 additional Heuresis/Viken Pb200i XRF's on order.** XRF technology is a *non-destructive, non-evasive* means of testing. When using this particular brand of XRF, the inconclusive range is eliminated and **no paint chips are ever required** (*per the machine's Performance Characteristic Sheet*). Soil and dust samples collected are analyzed for lead content by an approved laboratory which is accredited by the American Industrial Association (AIHA), the National Institute for Standards and Technology (NVLAP), NLLAP and the California Department of Health Services (ELAP).

**Combination Lead-Based Paint Inspection and Risk Assessment** - The inspection will be in compliance with **24 CFR 35.930 (d) (Title X), California CDPH/DHS Title 17, CCR, Division 1, Chapter 8**, and the relevant chapters of the current version of the **HUD Guidelines**. Paint testing will be performed using XRF methodology, which is non-destructive. All laboratory samples (dust and soil) will be analyzed for lead content by LA Testing which is accredited by the American Industrial Hygiene Association (AIHA), National Voluntary Laboratory Accreditation Program (NVLAP), NLLAP, and the California Department of Health Services (CDPH/DHS). A **Sample Lead-Based Paint Inspection/Risk Assessment Report** may be provided if requested.

**Lead-Based Paint Clearance Testing** - Conduct clearance inspection and issue abatement certification in compliance with 24 CFR 35.930 (d) (**Title X**) and the relevant chapters of the current version of the HUD Guidelines.

**Type of XRF: Heuresis/Viken Pb200i (currently own 7 XRF's).**

Our office utilizes "*state-of-the-art*" equipment in order to process all data, laboratory results, and generate inspection reports. Our new computer system and customized software operate with the latest Microsoft Operating System and Microsoft Office Professional Suite. Other special equipment utilized includes a digital image copier, high speed/capacity fax machine, and an automated mailing system.

**Laboratory Analysis:** Barr & Clark utilizes LA Testing which is accredited by the American Industrial Association (AIHA), the National Institute for Standards and Technology (NIST), the National Voluntary Laboratory Accreditation Program (NVLAP) and the California Department of Health Services (ELAP) for lead and asbestos sample analysis. LA Testing also participates in the PAT (Performance Analytical Testing) program for PCM analysis which was developed by the American Industrial Hygiene Association (AIHA).



***Laboratory Address and Contact Information:***

Laboratory: *LA Testing*  
5431 Industrial Dr, Huntington Beach, CA 92649  
Phone 714-828-4999 Fax 714-828-4844  
Laboratory Manager – *Michael DeCavallas*  
Dust Wipe Analysis Protocol: *EPA 3050B/7000A*  
Dust Wipe Media: *Lead-Wipes ASTM E1792*  
Accreditation Program Number: *DOSH ELAP No. 1406*

***Timeframe for Delivery of All Reports:*** The written reports will be available in approximately 3 working days (*usually less!*).

**References**

***Los Angeles County Development Authority (LACDA) – Block Grant Division***

- Type of Projects: Lead Inspections, Asbestos Inspections, Design of Abatement Specifications, Risk Assessments, and Clearance Testing for single family residences, mutli-family, and commercial structures.
- Project Name/Location: Thousands of projects throughout the greater Los Angeles area.
- Contact: Maria Torres –Housing Rehabilitation Loan Programs (626) 586-1738  
[Maria.Torres@lacda.org](mailto:Maria.Torres@lacda.org)
- Address: 700 W. Main Street, Alhambra, CA 91801
- Date started/completed: Have completed thousands of projects from 1998 to present. Currently under contract for lead and asbestos consulting services.
- Name of Regulatory Oversight Agencies: HUD, SCAQMD, EPA, CDPH/DHS, CDC, and CAL-OSHA.
- Description: Services include lead inspections, asbestos inspections, risk assessments, abatement specifications, monitoring, and clearance testing. All services comply with EPA and HUD guidelines. Barr & Clark is currently under contract to perform lead and asbestos-related services for CDC's Single Family Grant Program, Housing Rehabilitation Loan Programs, and Home Ownership/Home Buyer Program.

***City of Los Angeles – Los Angeles Housing + Community Investment Department (HCIDLA)***

- Type of Projects: Lead Inspections, Asbestos Inspections, Design of Abatement Specifications, Risk Assessments, and Clearance Testing for single family residences and multifamily housing properties.
- Project Name/Location: Thousands of projects throughout the greater Los Angeles area.
- Contact: Liseth Romero-Martínez Lead Hazard Remediation Program (LHRP) (213) 808-8828  
[liseth.romero-martinez@lacity.org](mailto:liseth.romero-martinez@lacity.org)
- Address: 1200 W. 7<sup>th</sup> Street, 8<sup>th</sup> Floor Los Angeles, CA 90017



- Date started/completed: Have completed thousands of projects from 1994 to present. Currently under contract for lead and asbestos consulting services.
- Name of Regulatory Oversight Agencies: LAHD, SCAQMD, Office of Historic Preservation, CDC, EPA, CDPH/DHS, HUD, and CAL-OSHA.
- Description: Services include lead inspections, asbestos inspections, risk assessments, abatement specifications, monitoring, and clearance testing. All services comply with California, EPA, and HUD guidelines. Barr & Clark is currently under contract to perform lead and asbestos-related services for the Los Angeles Housing + Community Investment Department (HCIDLA) Programs as well as the Handyworker Program.

***City of Pomona – Community Development Block Grant (CDBG) Division & HOME***

- Type of Projects: Lead Inspections, Asbestos Inspections, Design of Abatement Specifications, Risk Assessments, and Clearance Testing for single family residences, multifamily housing properties, and commercial structures.
- Project Name/Location: Various projects throughout the City of Pomona.
- Contact: Mike Cravens - Rehab Construction Specialist (909) 620-2415  
[mike\\_cravens@ci.pomona.ca.us](mailto:mike_cravens@ci.pomona.ca.us)
- Address: 505 S. Garey Avenue, Pomona, CA 91766
- Date started/completed: Have completed numerous projects from 2013 to present. Currently under contract for lead-based paint and asbestos consulting services.
- Name of Regulatory Oversight Agencies: HUD, EPA, SCAQMD, CDPH/DHS, CDC, and CAL-OSHA.
- Description: Services include lead inspections, asbestos inspections, risk assessments, abatement specifications, monitoring, and clearance testing. All services comply with California, EPA, and HUD guidelines. Barr & Clark is currently under contract to perform lead-based paint and asbestos related services for the City of Pomona.

***City of Norwalk – Housing and Community Development***

- Type of Projects: Lead Inspections, Asbestos Inspections, Design of Abatement Specifications, Risk Assessments, and Clearance Testing for single family residences, multifamily housing properties, and commercial structures.
- Project Name/Location: Various projects throughout the City of Norwalk.
- Contact: Rosio Medina (562) 929-5952 [rmedina@norwalkca.gov](mailto:rmedina@norwalkca.gov)
- Address: 12700 Norwalk Blvd., Norwalk, CA 90650
- Date started/completed: Have completed numerous projects from 1999 to present. Currently under contract for lead-based paint and asbestos consulting services.
- Name of Regulatory Oversight Agencies: HUD, EPA, SCAQMD, CDPH/DHS, CDC, and CAL-OSHA.
- Description: Services include lead inspections, asbestos inspections, risk assessments, abatement specifications, monitoring, and clearance testing. All services comply with California, EPA, and HUD guidelines. Barr & Clark is currently under contract to perform lead-based paint and asbestos related services for the City of Norwalk.



***City of Buena Park – Economic Development Department***

- Type of Projects: Lead Inspections, Asbestos Inspections, Design of Abatement Specifications, Risk Assessments, and Clearance Testing for single family residences and multifamily housing.
- Project Name/Location: Various projects throughout the City of Buena Park.
- Contact: John Sottek - Rehab Construction Specialist (714) 523-2033  
[john@housingprograms.com](mailto:john@housingprograms.com)
- Date started/completed: Have completed numerous projects from 2001 to present. Currently under contract for lead-based paint and asbestos consulting services.
- Name of Regulatory Oversight Agencies: Office of Historic Preservation, EPA, SCAQMD, CDC, CDPH/DHS, HUD, and CAL-OSHA.
- Description: Services include lead inspections, asbestos inspections, risk assessments, abatement specifications, monitoring, and clearance testing. All services comply with California, EPA, and HUD guidelines. Barr & Clark is currently under contract to perform lead-based paint and asbestos related services for the City of Buena Park.

***Additional References:***

Roger Kinoshita (949) 263-8676, ext. 145  
***Jamboree Housing Corporation***  
17701 Cowan Ave., Suite 200  
Irvine, CA 92614  
[rkinoshita@jamboreehousing.com](mailto:rkinoshita@jamboreehousing.com)

Jacqueline Reeves (714) 754-4870  
***City of Costa Mesa***  
77 Fair Drive  
Costa Mesa, CA 92628  
[jacquie.reeves@costamesaca.gov](mailto:jacquie.reeves@costamesaca.gov)

Manny Gonzales (213) 200-2238  
***Maravilla Foundation***  
5729 East Union Pacific  
Commerce, CA 90022  
[manny.gonzalez@maravilla.org](mailto:manny.gonzalez@maravilla.org)

Michael Son (714) 548-3170  
***City of Westminster – Housing and  
Community Development***  
8200 Westminster Boulevard  
Westminster, CA 92683  
[mson@Westminster-CA.gov](mailto:mson@Westminster-CA.gov)

***Additional references are available upon request.***



**Insurance Coverage**

**Liability Insurance Company:** *Westchester Surplus Lines Insurance Company*

**Coverage:** Commercial General Liability  
Professional Liability  
\$ 2,000,000.00 each occurrence  
\$ 2,000,000.00 aggregate

**Expiration Date:** March 9, 2021  
\$2,000,000.00 Claims Made Basis

**Worker's Compensation:** *State Fund Compensation Insurance*

**Expiration Date:** July 1, 2021

**Automobile Insurance:** *Nationwide*

**Coverage:** \$ 1,000,000.00

**Expiration Date:** June 22, 2021



### **Standard Fee Schedule**

All of the following items are *not-to-exceed* fee quotes. No additional charges for travel. The date to start work is immediate. All insurance requirements, binders, etc. will be provided.

**NOTE: Hourly and daily rates do not apply to LBP Inspections or LBP Clearances. However, hourly and daily rates do apply for LBP Monitoring services (see pricing below).**

**Lead-Based Paint (LBP) Consulting – (Typical written report turnaround time is 3 working days or less.)**

- **Combination Lead-Based Paint Inspection and Risk Assessment (including visual assessment and cost effective treatments)** - The inspection will be patterned after 24 CFR 35.930 (d) (*Title X*), California Title 17 Regulations, and the relevant chapters of the current version of the HUD Guidelines. Paint testing will be performed using *XRF* methodology. All laboratory samples (*dust and soil samples*) will be analyzed for lead content by LA Testing which is accredited by the AIHA, NVLAP and the California Department of Health Services (ELAP).
  - **Limited LBP Inspection & Report (Exterior Only) – 1 or 2 SFR's**      \$ 245.00/SFR  
(includes 1 soil sample)
  - **Limited LBP Inspection & Report (Exterior Only) – 3 or More SFR's**      \$ 240.00/SFR  
(includes 1 soil sample)
  - **Limited LBP Inspection & Report (Interior Only) – 1 or 2 SFR's**      \$ 245.00/SFR  
(includes 2 dust samples)
  - **Limited LBP Inspection & Report (Interior Only) – 3 or More SFR's**      \$ 240.00/SFR  
(includes 2 dust samples)
  - **Full LBP Inspection/Risk Assessment (Interior & Exterior)– 1 or 2 SFR's**      \$395.00/SFR  
(includes 2 dust samples and 1 soil sample; additional samples \$20.00 each if requested))
  - **Full LBP Inspection/Risk Assessment (Interior & Exterior)– 3+ SFR's**      \$385.00/SFR  
(includes 2 dust samples and 1 soil sample; additional samples \$20.00 each if requested))
- **LBP Project Designs / Abatement Specifications** – Prepare LBP Abatement Specifications based on previous LBP Inspection Report prepared by Barr & Clark.
  - **LBP Abatement Specification**      \$ 225.00/SFR
- **LBP Monitoring** – Monitoring of LBP Abatement work performed by a certified lead-based paint abatement contractor.
  - **LBP Monitoring**      \$ 95.00/hour (4 hour minimum)
  - **LBP Monitoring**      \$ 725.00/day



- **LBP Clearance** – Conduct a lead clearance inspection and issue abatement certification in compliance with 24 CFR 35.930 (d) (*Title X*) and the relevant chapters of the current version of the HUD Guidelines.
  - **LBP Clearance Inspection - Per job site visit** **\$ 200.00**
  - **Laboratory samples for dust wipe or soil** **\$ 20.00 each**

**Timetable**

The date to start work is **immediately** upon selection.

Barr & Clark is proud of our past accomplishments and we are confident that we can continue to provide the City of Costa Mesa with timely and cost-efficient services. If you have any questions or require additional information, please contact me at (714) 894-5700 or (310) 760-2112 (cell).

Sincerely,

A handwritten signature in black ink that reads "Matt Crochet".

Matt Crochet  
President





**FEEES**

**NOTE: Hourly and daily rates do not apply to LBP Inspections or LBP Clearances (see details on pages 22-23 above). However, hourly and daily rates do apply for LBP Monitoring services (see pricing below).**

**PER ITEM COST**

**LBP Inspection and Report (Exterior Only)**

Include One Soil Sample \$ 245.00/SFR (One to Two Houses)

**LBP Inspection and Report (Exterior Only)**

Include One Soil Sample \$ 240.00/SFR (Three or More Houses)

**LBP Inspection and Report (Interior Only)**

Include two dust wipe samples \$ 245.00/SFR (One to Two Houses)

**LBP Inspection and Report (Interior Only)**

Include two dust wipe samples \$ 240.00/SFR (Three or More Houses)

**Full LBP Inspection/Risk Assessment (Interior & Exterior)**

Includes 2 dust wipes and 1 soil sample \$ 395.00/SFR (One to Two Houses)

**Full LBP Inspection/Risk Assessment (Interior & Exterior)**

Includes 2 dust wipes and 1 soil sample \$ 385.00/SFR (3 + Houses)

**LBP Project Designs / Abatement Specifications \$ 225.00/SFR**

**LBP Monitoring \$ 95.00/Hour or \$ 725.00/Day**

**LBP Clearance – per site visit \$ 200.00**

**LBP Clearance Samples (Soil or dust wipes) \$ 20.00/sample**

Dated: January 6, 2021

**Matt Crochet – President, Barr & Clark, Inc.**  
Firm's Name (Person, Firm, Corp.)

  
\_\_\_\_\_  
Signature of Authorized Representative

**EXHIBIT C**  
**CITY COUNCIL POLICY 100-5**

**CITY OF COSTA MESA, CALIFORNIA**

**COUNCIL POLICY**

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

**BACKGROUND**

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

**PURPOSE**

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

**POLICY**

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
  - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
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1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
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- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.