

**CITY OF COSTA MESA  
MAINTENANCE SERVICES AGREEMENT  
WITH  
BIT PROS INC. DBA BIT PROS FIRE SERVICES**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of February, 2024 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and BIT Pros, Inc. dba BIT Pros Fire Services a corporation ("Contractor").

**WITNESSETH:**

- A. City proposes to utilize the services of Contractor as an independent contractor to provide maintenance of City property, as more fully described herein; and
- B. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and
- C. City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; and
- D. 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 CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the services described in the City's Invitation for Bid ("IFB"), attached hereto as Exhibit "A," and Contractor's response to City's IFB (the "Proposal") attached hereto as Exhibit "B," both incorporated herein (the "Services").

1.2. Prevailing Wage Requirements.

- (a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This project is a "maintenance" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- (b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or

classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

- (c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.
- (d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.
- (e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.
- (f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City. Evaluations of the work will be done by City's Maintenance

Services 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 Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Compliance with Applicable Law. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable federal and state 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 applicable federal, state and local laws and ordinances applicable to the services required under this Agreement. Contractor 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 Contractor's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Contractor 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. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.7. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit B. Notwithstanding any other language in this Agreement to the contrary, including the statements in Exhibit B that the total cost of services are "not to exceed \$250,000," Contractor's total compensation shall not exceed two hundred thousand dollars (\$200,000.00) per year. For the first two years, the pricing shall be fixed in the amounts set forth in Exhibit B. Thereafter, Contractor may annually, 30 days prior to the end of the contract year, request an increase to the prices based upon the differences between the CPI-U for the Los-Angeles-Long Beach-Anaheim statistical area comparing the immediately preceding October CPI-U with the

October twelve months before that date.

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. 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. Contractor 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 Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor'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.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

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

3.1. Commencement and Completion of Work. The Services shall be performed in strict compliance with Exhibits A and B. 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, pandemics (excluding COVID-19) 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 years, ending on February 19, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The city has the option to extend the contract for up to two additional one-year periods.

4.2. Notice of Termination. 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 Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor 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 Contractor for reasonable costs incurred and 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.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor 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) 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 limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor 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 Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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 Contractor pursuant to its contract with City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor."
- (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: "Contractor'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) Contractor'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. Contractor 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. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the extent to which Contractor 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.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor 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 Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor 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 CONTRACTOR:

BIT Pros, Inc.,  
670 Opper Street  
Escondido, CA 92029  
Tel: (760) 839-2641  
Attn: Leah Christianson

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-  
Attn: Robert Ryan

Courtesy copy to:

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

6.5. Drug-free Workplace Policy. Contractor 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. Contractor'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. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor'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 Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at

Contractor'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 Contractor, 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 Contractor, 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 Contractor, 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 Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor 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 Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor 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 Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor 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. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor 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, Contractor 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 Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor'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, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

6.15. 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.

6.16. 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.

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

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor 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. 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 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.

6.21. 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 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.

[Signature page follows.]

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.

CONTRACTOR

*[Handwritten signature of Chad Christianson]*

Chad Christianson  
President, Bit Pros, Inc.

Date: 3/11/24

*[Handwritten signature of Leah Christianson]*

Leah Christianson  
CFO/Secretary, Bit Pros, Inc.

Date: 3/11/24

CITY OF COSTA MESA

*[Handwritten signature of Lori Ann Farrell Harrison]*

Lori Ann Farrell Harrison  
City Manager

Date: 4/30/2024

ATTEST:

*[Handwritten signature of Brenda Green]*  
For Brenda Green  
City Clerk

*[Handwritten signature]*



APPROVED AS TO FORM:

*[Handwritten signature of Kimberly Hall Barlow]*  
Kimberly Hall Barlow  
City Attorney

Date: 4/23/24

APPROVED AS TO INSURANCE:

*[Handwritten signature of Ruth Wang]*  
Ruth Wang  
Risk Management

Date: 4/19/24

APPROVED AS TO CONTENT:



Robert Ryan  
Project Manager

Date: April 4, 2024

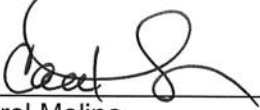
DEPARTMENTAL APPROVAL:



Raja Sethuraman  
Public Works Director

Date: 4-4-24

APPROVED AS TO PURCHASING:



Carol Molina  
Finance Director

Date: March 26, 2024

**EXHIBIT A**  
**INVITATION FOR BID**  
**FOR FIRE EQUIPMENT MAINTENANCE, ANNUAL INSPECTION AND TESTING**



**INVITATION FOR BID**

**FOR**

**FIRE EQUIPMENT MAINTENANCE, ANNUAL INSPECTION & TESTING**

**IFB NO. 24-05**



**Public Works Department**

**CITY OF COSTA MESA**

**January 8, 2024**

**INVITATION FOR BID  
FOR  
FIRE EQUIPMENT MAINTENANCE, ANNUAL INSPECTION & TESTING**

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Bids from qualified and certified consultants to provide professional fire equipment maintenance, annual inspection, and testing. The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Maintenance Service Agreement, **Appendix C** terms, conditions, and scope of work. Prior to submitting a Bid, Bidders are advised to carefully read the instructions below, including the Sample Maintenance Service Agreement and any solicitation appendix/exhibits. The City reserves the right to award one or more contracts for the services.

**I. GENERAL INFORMATION**

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$180.3 million and a total budget of \$234 million for fiscal year 2023-2024.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Bidder, shall have experience in similar types of services. All Bidders responding to this Invitation For Bid (IFB) will be reviewed on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

- 1. Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Bidder to review, evaluate, and, where necessary, request any clarification prior to submission of a bid. **Bidders are not to contact other City personnel with any questions or clarifications concerning this Invitation for Bid (IFB).** Any City

response relevant to this IFB other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Bid Validity:** Bids will be valid for a period of 120 days after the IFB closing date.
3. **Schedule of Events:** The invitation for bid will be governed by the following schedule:

<b>Release of IFB</b>	<b>January 8, 2024</b>
<b>Deadline for Written Questions</b>	<b>January 16, 2024 at 11:00 a.m.</b>
<b>Responses to Questions Posted on City's Website</b>	<b>January 18, 2024</b>
<b>Bids Due</b>	<b>January 22, 2024 at 2:00 p.m.</b>
<b>Approval of Contract</b>	<b>TBD</b>

## II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Before submitting a bid, Bidders shall carefully examine the solicitation contents, including the sample maintenance services agreement, conditions and **Scope of Work, Appendix A**. Bidders shall include in their bid response a monetary sum to cover the cost of all items included in the agreement. The sample agreement contained in this solicitation is the proposed agreement for execution. Upon award, awarded Bidder will be required to sign and submit agreement for execution.
2. **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Bid. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
3. **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Appendix A** of this IFB.
4. **Bid, Appendix B:**
  - Bid prices quoted shall be firm for the full term of the contract.
  - Bid prices offered shall reflect all addendum(s) issued by the City.



- Bids shall be submitted only for the items and/or services as stated in the Scope of Work; bids for other than the items and/or services listed will not be considered.
  - The City will only consider firm price bids.
  - The net amount of profit will remain firm during the period of the contract. Contract adjustments which increase Contractor's profit will not be allowed.
  - All price/rate decreases will automatically be extended to the City.
  - Bids must be provided for each item separately; "all-or-none" bids will not be accepted unless in the best interest of the City.
- 5. Substitutions:** Bids offering equivalent items meeting the standards of quality specified in the solicitation may be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the specified brand. Unless Bidder specifies otherwise, it is understood that the Bidder is offering the brand item as specified in the solicitation. If Bidder bids an "equal," Bidder must state the brand name and must submit complete specifications and/or provide samples with the bid. Determination of equality shall be at the sole discretion of the City, and the City reserves the right to request a sample for determining equality with the specified brand. If it has been justified and accepted by the requesting agency/department and/or a City standards committee that only one brand can meet the City's requirements, "**no exceptions**" shall be noted in the specifications.
- 6. Accuracy of Bids:** Bidders shall take all responsibility for any errors or omissions in their bids. Any discrepancies in numbers or calculations shall be interpreted to reflect the lowest price to the City.

If prior to contract award, a Bidder discovers a mistake in their bid which renders the Bidder unwilling to perform under any resulting contract, the Bidder must immediately notify the facilitator and request to withdraw the bid. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire bid. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

- 7. Responsibility of Bidders:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their bids. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Bidder in:
- Preparing its bid in response to this IFB;
  - Submitting that bid to the City;

- Negotiating with the City any matter related to the bid; and,
- Any other expenses incurred by the Bidder prior to the date of the award and execution, if any, of the contract.

- 8. Submission of Bids:** Complete written Bids must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on January 22, 2024**. Bids will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received in proper time. Faxed or e-mailed Bids will not be accepted. **NO EXCEPTIONS.**
- 9. Inquiries:** Questions about this IFB must be posted in the Q&A tab on Planetbids no later than **January 16, 2024 at 11:00 A.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this IFB prior to the Bid due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

From the date that this IFB is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this IFB with any City employee other than the contracting officer listed above regarding this IFB. The City reserves the right to reject any Bid for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- 10. Conditions for Bid Acceptance:** This IFB does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all bids received as a result of this IFB or to cancel this IFB in part or in its entirety. The City may waive any irregularity in any bid. All bids will become the property of the City of Costa Mesa. If any proprietary information is contained in the bid, it should be clearly identified by Bidder

#### **11. Acceptance/Rejection/Award**

- Bids submitted in response to this IFB may become subject to public disclosure under the California Public Records Act, and other applicable law. The City shall not be liable in any way for disclosure of any such records. Additionally, all bids shall become the property of the City.
- The lowest, responsive and responsible, Bidder will be recommended for contract award.

- Bids will be reviewed by the City for responsiveness to all requirements. The City has the right to reject any bid deemed unresponsive or lacking the resources or experience to adequately perform the services described herein.
- Only those responsible and responsive bids that meet all solicitation requirements and specifications, shall be further reviewed for consideration for award. Award shall be based on the lowest, responsive, responsible bid.
- Please take notice that non-acceptance of City terms and conditions may deem a bid non-responsive. The City will not accept any other terms, conditions, or provisions contrary to those contained within this solicitation.
- By submitting a response to this solicitation, Bidders agree to accept the decision of the City as final.

**12. Checklist of Forms to Accompany Bid:** As a convenience to Bidders, following is a list of the Forms, (Appendix D) included in this IFB, which should be included with Bids:

1. Vendor Application Form
2. Company Profile & References
3. Ex Parte Communications Certificate
4. Disclosure of Government Positions
5. Disqualifications Questionnaire
6. Bidder/Applicant/Contractor Campaign Contribution

**13. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Any proposals awarded pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:

- The Proposer shall file the written notice of appeal with the purchasing officer at least ten (10) working days prior to proposal award date specified in the notice of recommendation to award.
- The written notice of appeal must include specifics as to the nature of the appeal.
- The Proposer must provide any and all documentation to support the appeal.
- The purchasing officer will respond in writing to the Proposer within five (5) working days.
- In the event the appeal is denied by the purchasing officer, the Proposer may appeal the purchasing officer's ruling to the city council at the next available council meeting.

**14. Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this IFB, protest, or any other written communication between the City and Bidder, shall be available to the public. The City intends to release all public portions of bid

submissions following the evaluation process at such time as a recommendation is made to the City Council.

If Bidder believes any communication contains trade secrets or other proprietary information that the Bidder believes would cause substantial injury to the Bidder's competitive position if disclosed, the Bidder shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Bidder may not designate its entire bid as confidential nor designate its Price Bid as confidential.

Submission of a bid shall indicate that, if Bidder requests that the City withhold from disclosure information identified as confidential, and the City complies with the Bidder's request, Bidder shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorneys' fees and costs that may be awarded to the party requesting the Bidder information), and pay any and all costs and expenses related to the withholding of Bidder information. Bidder shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Bidder information. If Bidder does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

**15. Ex Parte Communications:** Bidders' representatives should not communicate with the City Council members about this IFB. In addition, Bidders, and Bidders' representatives, should not communicate outside the procedures set forth in this IFB with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the IFB facilitator, regarding this IFB until after contract award. This solicitation requires due process and therefore set-forth herein must be explicitly complied with. Bidders and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Bidder" or "Bidder's representative" includes all of the Bidder's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Bidder's bid, and any individual or entity who has been requested by the Bidder to contact the City on the Bidder's behalf. Bidders shall include the Ex Parte Communications form (**Appendix D**) with their bids certifying that they have not had or directed prohibited communications as described in this section.

**16. Conflict of Interest:** The Bidder warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code, Sections 1090, et seq., or sections 87100 et seq., during the performance of services under any contract awarded. The Bidder further covenants that it will not knowingly employ any person having such an interest in the performance of any

Agreement awarded. Violation of this provision may result in any awarded contract being deemed void and unenforceable.

**17. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Bidder from acting on behalf of the City, the City requires that all Bidders disclose in their bids any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Bidder shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past 12 months using the attached "Disclosure of Government Positions Form." (**Appendix D**)

**18.** The selected Bidder will execute a Maintenance Service Agreement for Services with the City describing the Scope of Work to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix C** to this IFB, which may be modified by the City.

All Bidders are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Bid shall be deemed acceptance of all the terms set forth in this IFB and the sample agreement for services unless the Bidder includes with its Bid, in writing, any conditions or exceptions requested by the Bidder to the proposed Agreement.

**19.** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

- **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
- **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

**20. Disqualification Questionnaire:** Bidders shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Bidder, any officer of a Bidder, or any employee of a Bidder who has a proprietary interest in the Bidder, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the

circumstances. A bid may be rejected on the basis of a Bidder, any officer or employee of such Bidder, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See (Appendix D).

**21. Standard Terms and Conditions:** The City reserves the right to amend or supplement this IFB prior to the Proposal due date. All addendum(s) and additional information will be posted via PlanetBids. Proposers should check this web page daily for new information.

## **APPENDIX A SCOPE OF WORK**

### **SUMMARY**

The City of Costa Mesa is requesting bids for supplying labor in the form of certified personnel to respond to all locations served by the City. (incident scenes, fire stations, City Corporation Yard, etc) Contractor to provide all equipment, tools, materials, supervision, quality control and other items and non-personal services necessary to perform services. Work will include emergency vehicle repairs, annual inspection, testing, California required diesel emission testing services, annual on-site Mobile Fire Pump Testing, maintenance services on fire apparatus annual maintenance, and service testing of ground ladders, and annual inspection and service testing of fire hoses, nozzles, and fire hose appliances.

Towing and low bed services for transportation and emergency towing on an on-call basis to be arranged by the Contractor. Quote to be provided to the City for approval prior to service. Contractor to provide or coordinate warranty repairs for all vehicles including working with Pierce, International, Cummins, Detroit and Allison. The Contractor must have the ability to work with State of California OES for repairs and maintenance on any OES vehicle that is being utilized by the City.

Maintenance and repair of City vehicles must be considered top priority by Contractor when prioritizing workload and scheduling. If Contractor is unable to provide the maintenance or services necessary in a timely manner, as defined by City, then City may secure those services from another vendor.

### **CONTRACTOR QUALIFICATIONS AND CONTRACT REQUIREMENTS**

- Contractor shall be responsible and have the capability to properly furnish the Services and shall have the necessary expertise, personnel, equipment and sufficient capital to provide the Work.
- It is highly desirable that the Contractor provide documentation or proof of requisite experience and knowledge in repair, maintenance and service of OES apparatus. Documentation to include history and documentation as third-party facilitator or vendor for the State of California utilizing Form 161. Such documentation shall include the number of years that the contractor has provided such services. Experience on apparatus to include OES Type 1, Type 3 and Type 6.

- It is highly desirable that the Contractor be certified to perform annual aerial ladder testing. Proof of certification shall be included with the bid documents.
- It is highly desirable that the Contractor be certified to perform annual apparatus pump testing (HALE). Proof of certification shall be included with the bid documents.
- On a separate page, provide a detailed description of the methodology used for the annual pump testing. This shall be included with the bid documents.

### **ESTIMATE PROCESS**

Contractor shall be notified by the City Representative that services are needed. Contractor will complete a vehicle inspection and work with the City Representative to schedule the time of an in-person inspection at the City's Equipment Maintenance Location or via a digital photo.

Contractor shall provide the City with a written cost estimate for repairs within two (2) business days after vehicle inspection. All proposals must give hourly labor rate pricing for regular work hours (i.e. Monday through Friday, 8:00am to 5:00pm) ("Regular Business Hours") and after hours, weekends and holiday hourly rate pricing. The proposals must also give the towing and low bed service pricing rates on portal to portal for Regular Business Hours and after hours, weekends and holidays. The Bidder must include Parts Pricing at cost, markup. All proposals must be signed by the bidder, with his address. If the proposal is made by individual, his name and office address must be shown. If made by an entity, the name and post office address of each member of the entity must be shown, If made by corporation, the proposal must show the name of the state under the laws of which the corporation was chartered, and the names, titles, and business addresses of the president, secretary, and treasurer. Bids are to verified before submission as they cannot be corrected, altered or signed after bids are opened.

All repairs shall be approved by the City Representative prior to the commencement of work. The City will not pay for work not approved prior to the commencement of work.

### **SUPPLEMENTAL ESTIMATES**

Supplemental estimates and additional cost of repair from hidden damage beyond the original estimate shall be reviewed and approved by City Representative prior to repairs.



## **PARTS**

- Replacement parts shall consist of original equipment manufacturer (OEM) parts.
- Aftermarket equivalent parts may be acceptable if OEM parts are not available, however the City must agree to their use prior to being used.
- Equivalents shall meet or exceed the OEM designed specifications for the particular replacement part application and shall contain warranties equivalent to or exceeding OEM parts warranty coverage.
- Remanufactured or rebuilt parts may be acceptable for certain items, however the City must agree to their use prior to being used. All remanufactured or rebuilt parts to be used shall be indicated and approved on the estimate of repairs.

## **COMPLETION OF WORK**

Contractor shall test all the functionality of any system to which any work was performed prior to considering the work complete. Contractor shall provide a report itemizing the parts and/or services provided upon completion of work performed and confirm successful testing.

## **DELAYS**

Contractor must notify the City Representative of any delays to the repair of a vehicle.

## **INVOICES**

Invoices shall contain the following information:

- Invoice number and date of invoice
- Purchas Order (PO) number
- Vehicle make, model, series, license number and vehicle mileage
- Description of all work performed
- Itemized list of parts, including part numbers
- Total labor hours at the hourly labor rate
- Total cost for labor and parts including sales tax on parts/materials.

Contractor shall submit priced invoices to Equipment Maintenance immediately upon completion of each job. All "miscellaneous" charges and travel time shall be described fully. The City will not process for payment any invoices that contain charges that are not properly described or itemized.

**SPECIAL PROVISIONS – WARRANTIES**

- The responsive bidder and contractor shall guarantee all labor and parts installed on the vehicles and equipment owned by the City of Costa Mesa against defective materials or workmanship furnished by the contractor for a period of one (1) year from the date of completion of the work.
- Warranted parts shall be replaced with new parts in accordance with part requirements specified herein.
- All warranty information will be made available to the City.

**MATERIAL AND WORKMANSHIP**

All equipment, materials and components incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this Contract. References in the specifications to equipment, materials, articles or patented processes by trade name, make or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, as its option, use any equipment, material, article or process that, in the judgment of the City Representative or designee, is equal to that named in the specifications, unless otherwise specifically provided in this Contract. Any substitution must be approved by the City Representative or designee prior to its use. The City will not be responsible for any work or parts that were not pre-approved.

All work under this Contract shall be performed in a workmanlike manner. The City may require, in writing, that the Contractor remove from work any employee deemed incompetent, careless or otherwise objectionable.

**STOCK AND NON-STOCK PARTS AND MATERIAL**

Stock parts and material shall be any normal and common vehicle part that requires a timely repair or replacement. Such parts include, but are not limited to, hoses, belts, tires, brakes, engine parts, exhaust parts, catalytic converter

## APPENDIX B BID SHEET

Description is given for bidding purposes only and does not constitute a minimum or maximum quantity. Bidders shall complete Bid Sheet in its entirety. Items not available, shall be identified as not available and does not disqualify the Bidder.

Pricing shall remain firm for a minimum of two (2) years. Any and all invitations for pricing adjustments for follow-on contract renewal periods shall be provided no later than thirty (30) 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 Bid 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](http://www.bls.gov).)

ITEM	DESCRIPTION	EST. HOURS	RATE PER HOUR	TOTAL COST
1	Labor rate – Regular Hours *Beyond Warranty & Recall Work	150	\$ ____ Hour	\$ ____
2	Labor Rate – After Hours & Holidays	50	\$ ____ Hour	\$ ____
3	Parts/Material Mark-up percentage	Cost Plus ____%		

Note: No charges will be paid by the City if not listed in the vendor's proposed pricing. Any additional charges listed in the vendor's proposal will be taken into consideration as part of the award evaluation.

Bidder acknowledges by signing below that bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

**TO THE CITY OF COSTA MESA:**

The Undersigned hereby offers and shall furnish the material, labor, special equipment and permits or service in compliance with all terms, Scope of Services, conditions, specifications, and amendments in the Request for Bids which is incorporated by reference as if fully set forth herein. All material is guaranteed to be as specified, all work to be completed in a workmanlike manner according to standard practices, according to terms and conditions on the attached hereon and made a part thereof.

A Purchase Order will not be issued until the insurance certificate is approved by Risk Management. Bid may be withdrawn by Contractor if not accepted within 30 days.

For clarification of this offer, contact:

_____	Name: _____
Company Name	
_____	Title: _____
Address	
_____	Phone: _____
City                      State                      Zip	
_____	Fax: _____
Signature of Person Authorized to Sign	
_____	E-mail: _____
Printed Name	
_____	
Title	

**APPENDIX C**  
**MAINTENANCE SERVICES AGREEMENT (SAMPLE)**

**CITY OF COSTA MESA  
MAINTENANCE SERVICES AGREEMENT  
WITH**

---

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 202\_\_ ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and \_\_\_\_\_, a [state] [type of corporation] ("Contractor").

**W I T N E S S E T H :**

A. City proposes to utilize the services of Contractor as an independent contractor to provide maintenance of City property, as more fully described herein; and

B. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; and

D. 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 CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the services described in the City's Invitation For Bid (IFB), attached hereto as Exhibit "A," and Contractor's response to City's IFB (the Bid) attached hereto as Exhibit "B," both incorporated herein (the "Services").

1.2. Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This project is a "maintenance" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations,

Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

- (c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.
- (d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.
- (e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.
- (f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City. Evaluations of the work will be done by City's Maintenance Services 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 Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Compliance with Applicable Law. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable federal and state 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 applicable federal, state and local laws and ordinances applicable to the services required under this Agreement. Contractor 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 Contractor's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Contractor 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. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.7. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

## 2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit B. Contractor's total compensation shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. 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. Contractor 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 Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor'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.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

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

3.1. Commencement and Completion of Work. The Services shall be performed in strict compliance with Exhibits A and B. 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, pandemics (excluding COVID-19) 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 \_\_\_\_\_ years, ending on \_\_\_\_\_, 20\_\_, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. 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 Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor 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 Contractor for reasonable costs incurred and 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.

### **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Contractor 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) 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 limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor 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 Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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 Contractor pursuant to its contract with City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor."
- (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: "Contractor'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) Contractor'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. Contractor 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. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the extent to which Contractor 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.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor 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 Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor 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 CONTRACTOR:

IF TO CITY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Attn: \_\_\_\_\_

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

Courtesy copy to:

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

6.5. Drug-free Workplace Policy. Contractor 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. Contractor'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. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor'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 Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor'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 Contractor, 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 Contractor, 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 Contractor, 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 Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor 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 Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor 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 Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor 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. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor 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, Contractor 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 Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor'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, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

6.15. 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.

6.16. 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.

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

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor 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. 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 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.

6.21. 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 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.

[Signature page follows.]

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**



**EXHIBIT B**  
**CONTRACTOR'S PROPOSAL**

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

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
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;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
  - 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
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- 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.

**APPENDIX D**

**FORMS**

**Vendor Application Form  
Ex Parte Communications Certification  
Disclosure of Government Positions  
Disqualification Questionnaire  
Company Profile & References  
Bidder/Applicant/Contractor Campaign Contribution**



**VENDOR APPLICATION FORM  
FOR  
IFB NO. 24-05 FIRE EQUIPMENT MAINTENANCE, ANNUAL INSPECTION & TESTING**

TYPE OF APPLICANT:  NEW  CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Is your business: (check one)

- NON PROFIT CORPORATION  FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION  LIMITED LIABILITY PARTNERSHIP  
 INDIVIDUAL  SOLE PROPRIETORSHIP  
 PARTNERSHIP  UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone

Federal Tax Identification Number: \_\_\_\_\_

City of Costa Mesa Business License Number: \_\_\_\_\_

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: \_\_\_\_\_



**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 **IFB No. 24-05 FIRE EQUIPMENT MAINTENANCE, ANNUAL INSPECTION & TESTING** at any time after **January 8, 2024**.

\_\_\_\_\_  
**Signature**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Print**

**OR**

I certify that Proposer or Proposer's representatives have communicated after **January 8, 2024** with a City Councilmember concerning **IFB No. 24-05 FIRE EQUIPMENT MAINTENANCE, ANNUAL INSPECTION & TESTING**. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
**Signature**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Print**

### 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.

**DISCLOSURE OF GOVERNMENT POSITIONS**

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

### COMPANY PROFILE & REFERENCES

**Company Legal Name:**

Company Legal Status (corporation, partnership, sole proprietor etc.):

Active licenses issued by the California State Contractor's License Board:

Business Address:

Website Address:

Telephone Number:

Facsimile Number:

Email Address:

Length of time the firm has been in business:

Length of time at current location:

Is your firm a sole proprietorship doing business under a different name:  Yes  
 No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number:

Regular Business Hours:

Regular holidays and hours when business is closed:

**Contact person in reference to this solicitation:**

Telephone Number:

Facsimile Number:

Email Address:

**Contact person for accounts payable:**

Telephone Number:

Facsimile Number:

Email Address:

**Name of Project Manager:**

Telephone Number:

Facsimile Number:

Email Address:

### COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

**Company Name:**

Contact Name:  
Contract Amount:  
Email:  
Address:  
Brief Contract Description:

**Company Name:**

Telephone Number:  
Contact Name:  
Contract Amount:  
Email:  
Address:  
Brief Contract Description:

**Company Name:**

Telephone Number:  
Contact Name:  
Contract Amount:  
Email:  
Address:  
Brief Contract Description:

**Company Name:**

Telephone Number:  
Contact Name:  
Contract Amount:  
Email:  
Address:  
Brief Contract Description:

**Company Name:**

Telephone Number:  
Contact Name:  
Contract Amount:  
Email:  
Address:  
Brief Contract Description:



# BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Bidder/Applicant/Proposer

\_\_\_\_\_  
Date

**EXHIBIT B**  
**CONTRACTOR'S PROPOSAL**



**BIT Pros, Inc**

**IFB No. 24-05**

**Cover Letter**

**01/22/2024**





**VENDOR APPLICATION FORM  
FOR  
IFB NO. 24-05 FIRE EQUIPMENT MAINTENANCE, ANNUAL INSPECTION & TESTING**

TYPE OF APPLICANT:  NEW  CURRENT VENDOR

Legal Contractual Name of Corporation: BIT Pros, Inc dba BIT Pros Fire Services

Contact Person for Agreement: Leah Christianson

Title: CFO/Secretary E-Mail Address: leah@bitprosinc.com

Business Telephone: 760-839-2641 Business Fax: \_\_\_\_\_

Corporate Mailing Address: 670 Opper Street

City, State and Zip Code: Escondido Ca 92029

Contact Person for Proposals: Chad Christianson

Title: President E-Mail Address: chad@bitprosinc.com

Business Telephone: 760-839-2641 Business Fax: \_\_\_\_\_

Is your business: (check one)

- NON PROFIT CORPORATION  FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION  LIMITED LIABILITY PARTNERSHIP  
 INDIVIDUAL  SOLE PROPRIETORSHIP  
 PARTNERSHIP  UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Chad Christianson	President	760-532-0211
Leah Christianson	Secretary/Treasurer	619-654-1324

Federal Tax Identification Number: [REDACTED]

City of Costa Mesa Business License Number: Pending - See Attached

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: N/A

**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 **IFB No. 24-05 FIRE EQUIPMENT MAINTENANCE, ANNUAL INSPECTION & TESTING** at any time after **January 8, 2024**.

  
\_\_\_\_\_  
Signature

Date: 1/25/24

Leah Christensen  
\_\_\_\_\_  
Print

**OR**

I certify that Proposer or Proposer's representatives have communicated after **January 8, 2024** with a City Councilmember concerning **IFB No. 24-05 FIRE EQUIPMENT MAINTENANCE, ANNUAL INSPECTION & TESTING**. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print

### 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  X

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

**DISCLOSURE OF GOVERNMENT POSITIONS**

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

NONE

### COMPANY PROFILE & REFERENCES

**Company Legal Name:** BIT Pros, Inc. dba BIT Pros Fire Services  
**Company Legal Status (corporation, partnership, sole proprietor etc.):**

**Active licenses issued by the California State Contractor's License Board:**

**Business Address:** 670 Opper St Escondido CA 92029

**Website Address:** www.bitprosinc.com

**Telephone Number:** 760-839-2641 **Facsimile Number:**

**Email Address:** leah@bitprosinc.com

**Length of time the firm has been in business:** 17

**Length of time at current location:** 4 years

**Is your firm a sole proprietorship doing business under a different name:** \_\_\_Yes  
X No

**If yes, please indicate sole proprietor's name and the name you are doing business under:**

**Federal Taxpayer ID Number:**

**Regular Business Hours:**

**Regular holidays and hours when business is closed:**

**Contact person in reference to this solicitation:** Chad Christianson  
**Telephone Number:** 760-839-2641 **Facsimile Number:**  
**Email Address:** chad@bitprosinc.com

**Contact person for accounts payable:** Leah Christianson  
**Telephone Number:** 760-839-2641 **Facsimile Number:**  
**Email Address:** leah@bitprosinc.com

**Name of Project Manager:** Chad Christianson  
**Telephone Number:** 760-839-2641 **Facsimile Number:**  
**Email Address:** chad@bitprosinc.com

## COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

**Company Name:** California Office of Emergency Services

**Contact Name:** Mitch Higgins, Deputy Chief

**Contract Amount:** \$1,410,502

**Email:** mitch.higgins@caloes.ca.org

**Address:** 3791 Bradview Ct, Mather CA 95827

**Brief Contract Description:** Fire Equipment Maintenance, Annual Inspection & Testing

**Company Name:**

Lakeside Fire Protection District

**Telephone Number:** 619-390-2350

**Contact Name:** John Jordan

**Contract Amount:** \$400,000

**Email:** jjordan@lakesidefire.com 12216 Lakeside Ave. Lakeside CA 92040

**Address:**

**Brief Contract Description:** Fire Equipment Maintenance, Annual Inspection & Testing

**Company Name:**

San Miguel Fire

**Telephone Number:** 619-670-0500

**Contact Name:** Art Camarena, Fire Chief

**Contract Amount:** \$180,000

**Email:** acamarena@sanmiguelfire.org

**Address:** 2850 Via Orange Way, Spring Valley, CA 91978

**Brief Contract Description:**

Fire Equipment Maintenance, Annual Inspection & Testing

**Company Name:**

City of Chula Vista

**Telephone Number:** 619-361-4178

**Contact Name:** Ray Smith

**Contract Amount:** \$380,000.0

**Email:** raymonds@chulavistaca.gov 276 Fourth Avenue, Chula Vista, CA 91910

**Address:**

**Brief Contract Description :** Fire Equipment Maintenance, Annual Inspection & Testing

**Company Name:**

**Telephone Number:**

**Contact Name:**

**Contract Amount:**

**Email:**

**Address:**

**Brief Contract Description:**



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION  
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
N/A				

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

*[Signature]*  
Bidder/Applicant/Proposer

1/22/24  
Date





**BIT Pros, Inc**

**IFB No. 24-05**

**Scope of Work**

**01/22/2024**

BIT Pros Inc, dba BIT Pros Fire Services  
670 Opper St  
Escondido, CA 92029  
Phone: (760) 839-2641  
Cell: (760) 532-0211  
Established 3/2007

BIT Pros, Inc proposes the following to City of Costa Mesa in response to IFB NO 24-05

Bit Pros has been providing exemplary service since 2007 to the fire industry. As well as fleet management, service, repair and inspection of heavy duty diesel fleet vehicles, tractor trailers and ambulances.

Certifications and Manufacturers:

- Certified personnel (Exhibit C) will respond to all locations served by the city to incident scenes, fire stations and City Corporation yards.
  - o Waterous, Hale, Darley
  - o Dealer for HME Ahrens Fox, Darley, Wil-Burt
- BIT Pros will provide equipment, tools, materials, supervision, quality control and other items and non-personal services necessary to perform services. This includes towing and low bed services for transportation.
- Work shall include
  - o Emergency vehicle repairs
  - o Annual inspections
  - o California required diesel emission testing services
  - o Annual on-site Mobile Fire Pump Testing
  - o Maintenance, service, testing and inspections of city fire apparatus, including hose, nozzle, ladder and aerial equipment
  - o Maintenance, service and inspection of all State of California OES vehicles. BIT Pros is the preferred vendor for the Office of Emergency Services since 2019.
    - Warranty, maintenance, service and inspection of OES Type I, Type 3, Type 6 and ISU Units
    - Preparation and submission of state form 161
  - o Experienced in the workings of Pierce, International, Cummins, Detroit and Allison. Includes diagnostic software

BIT Pros bills on an hourly basis as attached, Exhibit A. Services will be provide at the hourly rate as stated not to exceed \$250,000 per the two year contract.

- Parts – New parts will be provided as per the City requirements at the rates attached in Exhibit B. They will be provided by BIT Pros, Inc and will carry a manufacturer warranty period per part which is extended to the client and may not cover labor to exchange defective parts. Client provided/”paid for parts” void all warranties expressed above.

## Annual Pump Test

Pump tests are performed in accordance with NFPA Section 1911, Section 21.2. The section states:

Performance tests shall be conducted at least annually; whenever repairs, as listed below, are done; and whenever modifications are made to the pump or to any components of the emergency vehicle that are used in pump operations. Repairs requiring a performance test include, but are not limited to, the following: and are performed for the following circumstances:

- (1) Removal of the pump transmission
- (2) Removal of fire, wildland, ultra-high-pressure, or industrial pumps
- (3) Removal of chassis transmission, pump PTO, or pump hydraulic drive
- (4) Engine overhaul or removal
- (5) Engine injector or injection pump replacement or repair
- (6) Engine or transmission electronic control module (ECM) replacement or reprogramming
- (7) Engine turbo charger replacement
- (8) Radiator removal

Onsite testing is available utilizing our NFPA approved Weis Draft Commander portable pump testing facility. It will be setup at the location of Costa Mesa direction and all tests will be performed on site to prevent and further loss of in service time moving vehicles back and forth to a repair facility located outside of Costa Mesa.

CITY OF COSTA MESA INVITATION FOR BID (IFB) 24-05

FLEET MANAGEMENT DIVISION  
FIRE EQUIPMENT MAINTENANCE ANNUAL INSPECTION & TESTING

PRICING SCHEDULE

EXHIBIT A

ITEM 1 - Service Call or Trip Fee

Initial Year	First Option Year	Second Option Year
Per Hour \$180	Per Hour \$190	Per Hour \$200
Per Mile \$.00	Per Mile \$.00	Per Mile \$.00
Per Job \$.00	Per Job \$.00	Per Job \$.00
Flat Rate \$.00	Flat Rate \$.00	Flat Rate \$.00

Item 2 - Labor Hourly Rates

Initial Year	First Option Year	Second Option Year
Per Hour \$150	Per Hour \$160	Per Hour \$170
Per Mile \$.00	Per Mile \$.00	Per Mile \$.00
Per Job \$.00	Per Job \$.00	Per Job \$.00
Flat Rate \$.00	Flat Rate \$.00	Flat Rate \$.00

Item 3 - Parts Discount

EXHIBIT B

Initial Year	First Option Year	Second Option Year
% Cost + 20%	% Cost + 20%	% Cost + 20%

\*Prices and discounts provided are not to exceed \$250,000



**BIT Pros, Inc**

**IFB No. 24-05**

**Business Licenses**

**01/22/2024**



License Number: RGEN-24-0127

[Add to Cart](#)

### BIT PROS FIRE SERVICES

- License cannot be printed at this time. You do not have access to it.
- License cannot be printed at this time. License has not been issued.

[License Details \(\)](#) | [Tab Elements \(\)](#) | [Main Menu \(\)](#)

#### License Details

**License Type:** Business License - General  
**District:** I & R (Institutional and Recreational District)

**Applied Date:** 01/10/2024

**Account Number:** **Issued By:**

**Period Start Date:**

**Status:** Submitted - Online  
**Expiration Date:** 01/01/2999

**Description:** Inspection maintenance and repair of fire apparatus

[Business](#) | [Locations](#) | [Fees](#) | [Attachments](#) | [Contacts](#) | [More Info](#)

[Business \(\)](#) | [Next Tab \(\)](#) | [License Details \(\)](#) | [Main Menu \(\)](#)

#### Business

**Company Name:** BIT PROS INC  
**DBA:** BIT PROS FIRE SERVICES

**Open Date:**

**Company Type:** Corporation  
**Status:** Active

**Closed Date:**



**BIT Pros, Inc**

**IFB No. 24-05**

**Warranty Statement**

**01/22/2024**



# Warranty Statement

January 22, 2024

City of Costa Mesa  
IFB NO -24-05

Re: Warranty Statement

BIT Pros, Inc. shall provide client with a 180-day labor warranty associated with all repairs made on a specific line item(s). The warranty time shall commence on the date of the invoice associated with the repair.

All parts associated with warranty claims shall follow the manufacturer's guidelines and will be dealt with on a per case basis against manufacturer defect and confirmation of proper/intended use.

Any warranty shall be deemed void if repairs and/or parts are used in a manner than otherwise directed or intended. All voided warranty claims will be fully documented for the client as to the reason why the claim has been denied and the return of all parts to the client for evaluation and appropriate training of personnel.

Thank you,

A handwritten signature in black ink, appearing to read "Chad Christianson", with a long horizontal stroke extending to the right.

Chad Christianson, President

HME AHRENS-FOX TRAINING ACADEMY

# CERTIFICATE OF COMPLETION

PRESENTED TO

Robert Garcia

- AF Aerial Maintenance
- Chassis Component Class
- AF-2000 Pump Class

June 2019



  
Technical Services Manager

  
Aerial Product Engineer

  
Pump Trainer



Let it be known that

*Robert Garcia*

has attended and successfully completed Foundation Brake Training Program in compliance with Federal Mandate 396.25 section 3(A) by participating in a training program sponsored by a brake manufacturer designed to train brake inspection & maintenance

**Total Quality Maintenance Training Program**

on

**STEMCO Duroline Heavy Duty Foundation Brake and  
STEMCO Crewson Automatic Brake Adjuster Maintenance**

**CERTIFICATE OF COMPLETION**

*Tim Stich*

SIGNATURE

*10/6/2010*

DATE



Part No. 574-0149 Rev. 04/10

THIS CERTIFICATE ACKNOWLEDGES THAT

Robert Garcia

HAS SUCCESSFULLY COMPLETED CHP & FMCSA  
COMMERCIAL VEHICLE LEVEL 1, LEVEL 5 & DOT ANNUAL  
INSPECTION QUALIFICATION TRAINING

ON February 01, 2016

This On-site training program provides information on the requirements and processes for performing a CHP & FMCSA periodic inspection on qualifying commercial motor vehicles. Course includes but is not limited to instruction in the application sections of the FMCSA Part 393, 396 and the Appendix G including but not limited to Definitions & Identification of a CMV, inspection requirements identification of required and defective components, identification of failing conditions, proper completion of inspection reports, record keeping and required qualifications of inspectors. Participants must score 80% or better overall to meet course requirements and receive this certification.



February 01, 2016  
Date Completed

A handwritten signature in black ink, appearing to read 'P. Carlson', written over a horizontal line.

PAM CARLSON  
SAFER-R COMPLIANCE  
TRAINING ADMINISTRATOR  
909-754-4036

DATE: Feb 1, 2016

Training Specialist: ED CARLSON A handwritten signature in black ink, appearing to read 'Ed Carlson', written over a horizontal line.

**STEMCO**  
**KAISER™**

an EnPro Industries company

Let it be known that

*Robert Garcia*

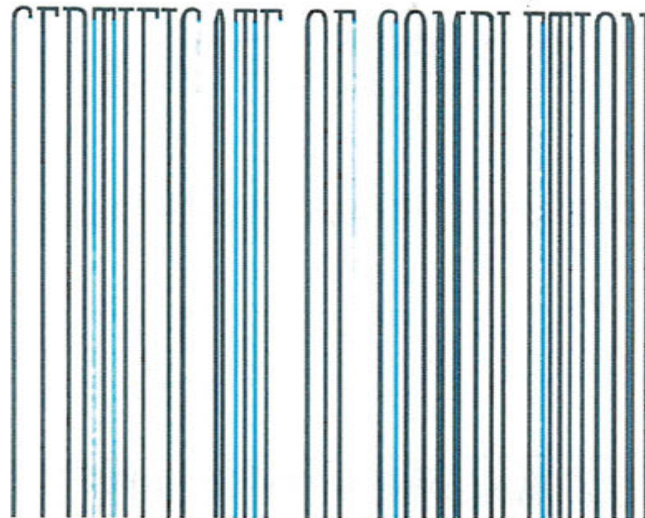
has successfully completed the

**STEMCO Kaiser Total Quality Maintenance Training Program**

on

**KING PIN INSTALLATION**

and is hereby awarded this





**STEMCO®**

*A Higher Standard of Performance.™*

Let it be known that

*Robert Garcia*

has successfully completed the

**STEMCO Total Quality Maintenance Training Program**

on

**WHEEL END INSTALLATION**

and is hereby awarded this

**STEMCO CERTIFICATE OF COMPLETION**

*Tim Stich*

SIGNATURE

*10/6/2010*

DATE

**TQM**<sup>SM</sup>  
**TOTAL QUALITY MAINTENANCE**<sup>SM</sup>



**STEMCO®**

*A Higher Standard of Performance.™*

Let it be known that

*Robert Garcia*

has successfully completed the

**STEMCO Total Quality Maintenance Training Program**

on

**WHEEL END INSTALLATION**

and is hereby awarded this

**STEMCO CERTIFICATE OF COMPLETION**

SIGNATURE

3/23/2010

DATE

**TQM<sup>SM</sup>**

**TOTAL QUALITY MAINTENANCE<sup>SM</sup>**

# Certificate of Completion

**Haldex**

## FOUNDATION/ABS/AIR BRAKE

**Robert Garcia**

Has successfully completed the prescribed course instruction

**Colton CA**

Location

**9-17-2013**

Date

**Rick Mello**

Instructor





DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
P.O. Box 944246
SACRAMENTO, CA 94244-2460
Website: www.fire.ca.gov



Date: April 30, 2015

To: ROBERT GARCIA
2855 SAMPS N AVE
CORONA, CA 92879

From: California State Fire Marshal, Training Division
Subject: State Fire Training Identification Card

Below you will find two removable copies of your new State Fire Training Identification (SFT ID) card.

The card provides you with your State Fire Training ID number which is to be used to identify yourself on the Scantron form for any future State Fire Training class.

This ID number will be in place of your Social Security Number (SSN) and it is important that you keep these cards if you do not wish to use your SSN. If you forget to take your card to your next SFT class, you may still opt to provide your SSN on the Scantron form for that class to be recorded with the rest of your electronic file.

If you do not provide either your SFT ID number or your SSN, we will be unable to process your Scantron. For California Fire Service Training and Education System (CFSTES) courses, that means you will not receive a course completion certificate. For Fire Service Training and Education Program (FSTEP) classes, though your instructor will issue your completion certificate at the end of class, there will be no computerized record of your attendance on file with our office and we will not be able to issue you a duplicate or replacement certificate at a later date.

We urge you to keep track of the cards issued and utilize the option of providing your SFT ID number when completing the Scantron form. Thank you for your cooperation.

Sincerely,

Mike Richwine
MIKE RICHWINE
Division Chief, State Fire Training



OFFICE OF THE STATE FIRE MARSHAL
STATE FIRE TRAINING
Visit us on the web at http://sft.fire.ca.gov

NAME
ROBERT GARCIA
SFT ID
20052089

DATE OF ISSUE
04/30/2015
Mike Richwine, Chief, State Fire Training

If found return to: P.O. Box 944246, Sacramento, California 94244-2460



OFFICE OF THE STATE FIRE MARSHAL
STATE FIRE TRAINING
Visit us on the web at http://sft.fire.ca.gov

NAME
ROBERT GARCIA
SFT ID
20052089

DATE OF ISSUE
04/30/2015
Mike Richwine, Chief, State Fire Training

If found return to: P.O. Box 944246, Sacramento, California 94244-2460

---

# CERTIFICATE OF COURSE ATTENDANCE

---

# Robert Garcia

---

has received 36 hours of state approved instruction in the subject of

## FIRE PUMPS & ACCESSORIES



PRESENTED BY:

*George M Schmelty*, CFMA President

---

TRAINING DATES:

**March 23 - 27, 2015**

---

# Certificate of Training

Awarded To

ROBERT GARCIA

PRECISION DIESEL  
FOR COMPLETION OF  
POWERSTROKE SEMINAR

F.A. Beadle  
TRAINING SUPERVISOR

F.A. Beadle  
SERVICE MANAGER

JULY 27, 2000  
DATE



**LONG BEACH CITY COLLEGE**  
**CERTIFICATE OF COMPLETION**

THIS CERTIFIES THAT

**ROBERT GARCIA**

HAS COMPLETED 16.0 HOURS OF INSTRUCTION FOR  
CYLINDER SAFETY INSPECTION TRAINING

JUNE 18, 2014 AND JUNE 19, 2014



LONG BEACH  
CITY COLLEGE

*Cal Macy*

---

CALVIN MACY, PROJECT DIRECTOR  
ALTERNATIVE TRANSPORTATION & TECHNOLOGY CENTER

ISSUED BY THE OFFICE OF ECONOMIC AND RESOURCE DEVELOPMENT  
THIS IS A NOT-FOR-CREDIT CLASS

# FORKLIFT SAFETY SPECIALISTS

## CERTIFICATE OF COMPLETION

THIS IS TO CERTIFY THAT

Robert J. Garcia

HAS SATISFACTORILY COMPLETED THE FORKLIFT SAFETY SPECIALISTS  
INDUSTRIAL LIFT TRUCK SAFETY TRAINING PROGRAM IN  
COMPLIANCE WITH CAL/OSHA GENERAL INDUSTRY  
SAFETY ORDER 3664 (A)(1) AND OSHA 1910.178

April 19, 1996

DATE

So. Wine & Spirits

COMPANY



SIGNED

Training Coordinator

TITLE



*This Certifies that*



ROBERT J. GARCIA

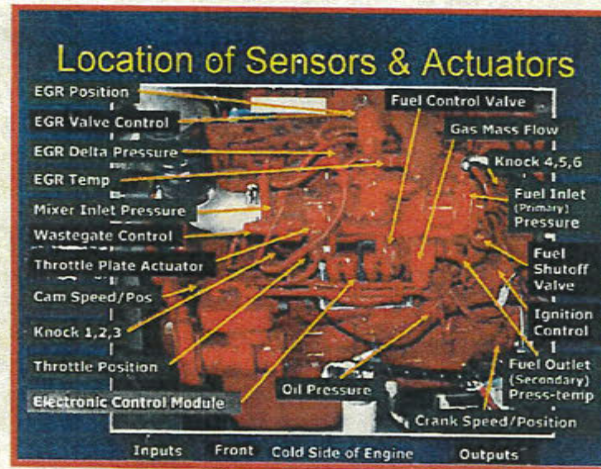
*has successfully completed the  
Sealco Air Brake School and  
Troubleshooting Training Course  
on this 4th day, OCTOBER, 1995*

*C. Roy Herring*  
 C. ROY HERRING, *President*

# Certificate of Completion

*Selected Subject*

**LB**  
LONG BEACH  
CITY COLLEGE



**ATTE**  
Advanced Transportation  
Technology & Energy

This is to certify that *Robert Garcia* has completed the  
**16-hr Cummins ISL-G Level I Fuel System Training**

This is a not-for-credit class

*Cal May*

Project Director

**June 17, 2014**

Date



8/3/2018

3120561

**Robert Garcia**

has successfully completed training in CFC-12, HFC-134a and HFO-1234yf refrigerant recycling and service procedures offered by the Mobile Air Conditioning Society Worldwide, as required by Section 609 of the Clean Air Act.



A handwritten signature in blue ink, appearing to read 'Elvis Hoffpauir', written over a horizontal line.

**Elvis Hoffpauir, President**





**Class Date**

**9/20/95 CA Auto Refrig/John Miller 209308**

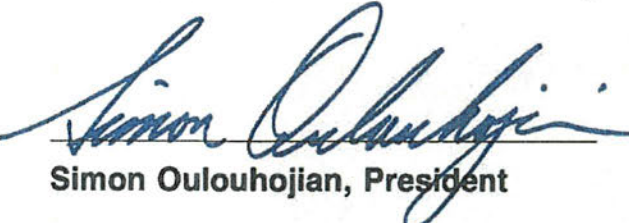
**Robert J. Garcia**

**Southern Wine And Spirites**

**Approved by S.C.A.Q.M.D.**

**has successfully completed training in CFC-12  
refrigerant recycling and service procedures  
offered by the Mobile Air Conditioning Society  
Worldwide, as required by Section 609 of the  
Clean Air Act.**



  
**Simon Oulouhojian, President**

# CERTIFICATE OF TRAINING

*This Certifies that*

*Robert Garcia*

---

*Has successfully completed training on*

**Supervisor Harassment and Discrimination Training**

*on*

**November 11, 2015**

*Course Objectives:*

Under California law, you are required to learn information and guidance regarding state, and federal laws on prevention, how to correct, and the remedies available to persons subject to harassment and discrimination; and practical examples on how to recognize and prevent workplace sexual harassment, discrimination, and retaliation.

By completing this course, you have met those requirements.

*Cheryl Laws*

---

Cheryl Laws, Instructor  
Human Resources Consultant



# Certificate of Completion

*This is to certify that*

**Chad Christianson**

*has successfully completed the course of:*

**DMT-65 Air Brake Systems**

*in the curriculum of*

**Diesel Mechanics Technology**

**Tony Fedon**

Adjunct Faculty, Palomar College



**Spring 2008**

SUTPHEN CORPORATION  
CERTIFICATE

OF COMPLETION

THIS CERTIFICATE IS AWARDED ON MARCH 9<sup>th</sup>, 2023 TO

**Chad Christianson**

FOR COMPLETION OF  
SUTPHEN AERIAL TRAINING



TODD WINNENBERG, GENERAL MANAGER  
SUTPHEN CORPORATION



JANELLE KIZER, TRAINING MANAGER  
SUTPHEN CORPORATION

---

# CERTIFICATE OF COURSE ATTENDANCE

---

# Chad Christianson

---

has received 36 hours of state approved instruction in the subject of

## AERIAL APPARATUS



PRESENTED BY:

*George M Schmelty*, CFMA President

TRAINING DATES:

**April 3 - 7, 2017**

**CALIFORNIA FIRE SERVICE  
TRAINING AND EDUCATION SYSTEM**

This is to certify that


**CHAD C. CHRISTIANSON**

successfully completed the

California State Fire Marshal accredited course

**FIRE MECHANIC 3B (2004)  
Aerial Apparatus**

on  
April 7, 2017



Dennis Mathisen  
State Fire Marshal



Course Number C160925

# Certificate of Completion

**Allison ELearn**



*This is to certify that*

**Chad Christianson**

*has successfully completed*

**EU-1234-ST01-OCUS / CFM-215B  
Emergency Vehicle Training**



**Valley**  
POWER SYSTEMS, INC.

**Robert Hooper**

**Allison Product Trainer**

**April 9<sup>th</sup>-13<sup>th</sup> 2018**

*Date of Completion*



Allison Transmission, Inc.  
Rev. 11/2007

**CALIFORNIA FIRE SERVICE  
TRAINING AND EDUCATION SYSTEM**

**This is to certify that**

**Chad C Christianson**

**successfully completed the**

**California State Fire Marshal accredited course  
Fire Mechanic 2B (2004): Allison Transmissions**

**on**

**April 13, 2018**



A handwritten signature in black ink, appearing to read "D. Mathisen".

**Dennis Mathisen  
State Fire Marshal**



**SFT ID 2005-2081**



**CALIFORNIA FIRE SERVICE  
TRAINING AND EDUCATION SYSTEM**

This is to certify that

**CHAD C. CHRISTIANSON**

successfully completed the

California State Fire Marshal accredited course

**FIRE MECHANIC 1**  
**Fire Pumps and Accessories**

on  
March 27, 2015

Course Number C140724



*Tonya L. Hoover*

Tonya L. Hoover  
State Fire Marshal





# Recognition Certificate

This certificate is presented to the undersigned individual in recognition of their attendance at a seminar conducted at Duo-Safety Ladder Corp. This seminar covered ground ladder testing, care/maintenance and basics in ground ladder repair as outlined in N.F.P.A. 1932-current edition and manufacturer's suggestions.

This seminar has been conducted by the following representative of Duo-Safety Ladder Corporation:

Randy Vandersee, Training Tech Crew, Engineering  
Jeff Hands, Training Tech Crew

12/17/21

Date Completed Course

CHAD CHRISTIANSON

Individual Completing Course

RANDY VANDERSEE

Duo-Safety Ladder Representative

Duo-Safety Ladder Corporation  
513 W 9th Avenue, Oshkosh, WI 54902  
Ph# 920-231-2740, Fax# 920-231-2460  
www.duosafety.com mail@duosafety.com

**"USE A GOOD LADDER OR STAY ON THE GROUND"**

**CALIFORNIA FIRE SERVICE  
TRAINING AND EDUCATION SYSTEM**

This is to certify that

**CHAD C. CHRISTIANSON**

successfully completed the

California State Fire Marshal accredited course

**FIRE MECHANIC 1**  
**Fire Pumps and Accessories**

on  
March 27, 2015

Course Number C140724



*Tonya L. Hoover*

Tonya L. Hoover  
State Fire Marshal



CALIFORNIA COUNCIL ON DIESEL EDUCATION AND TECHNOLOGY  
CERTIFICATE OF TRAINING

THIS CERTIFIES THAT

**Chad Christianson**

HAS COMPLETED

**CCDET I**

**HEAVY DUTY VEHICLE INSPECTION PROGRAM (PSIP)  
PERIODIC SMOKE INSPECTION PROGRAM (HDVIP) COURSE**

FOR PERFORMING THE TESTING PROCEDURES AS SPECIFIED IN  
THE HEAVY-DUTY VEHICLE INSPECTION PROGRAM (HDVIP) AND  
THE PERIODIC SMOKE INSPECTION PROGRAM (PSIP) REGULATION,  
TITLE 13 CALIFORNIA CODE OF REGULATIONS (CCR), SECTIONS 2180-2194



Carlos Rojas

CCDET INSTRUCTOR  
LOS ANGELES TRADE TECHNICAL COLLEGE

12/5/2019

DATE

6-2343-I

CERTIFICATE

12/5/2023

EXPIRATION DATE

LOS ANGELES TRADE-TECH  
**LATTC**  
A Community College



# CERTIFICATE OF COMPLETION

**CHAD CHRISTIANSON**

**BIT PROS FIRE SERVICES**

HAS SUCCESSFULLY COMPLETED

**16 HRS. AERIAL MAINTENANCE**

A handwritten signature in black ink, appearing to read "Scott Detweiler", is written over a horizontal line.

SCOTT DETWEILER  
FERRARA FIRE APPARATUS, INC.

**FEBRUARY 23<sup>RD</sup> 2017**

COMPLETION DATE




# CERTIFICATE OF COMPLETION

**CHAD CHRISTIANSON**  
**BIT PROS FIRE SERVICES**

HAS SUCCESSFULLY COMPLETED

**FERRARA BASIC ELECTRICAL**

  
CHUCK EDWARDS INSTRUCTOR  
FERRARA FIRE APPARATUS, INC.

FEBRUARY 24TH, 2017  
COMPLETION DATE

---

# CERTIFICATE OF COURSE ATTENDANCE

---

**Robert Garcia**

---

has received 36 hours of state approved instruction in the subject of

**FIRE PUMPS & ACCESSORIES**



PRESENTED BY: George M Schmelzky, CFMA President

TRAINING DATES: March 23 - 27, 2015

---

# CERTIFICATE OF COURSE ATTENDANCE

---

**Robert Garcia**

---

has received 36 hours of state approved instruction in the subject of

**FIRE PUMPS & ACCESSORIES**



PRESENTED BY:

*George M Schmelty*, CFMA President

---

TRAINING DATES:

**March 23 - 27, 2015**

---



# Certificate of Completion

**Haldex**

## FOUNDATION/ABS/AIR BRAKE

**Robert Garcia**

---

Has successfully completed the prescribed course instruction

**Colton CA**

---

Location

**9-17-2013**

---

Date

**Rick Mello**

---

Instructor

---

# CERTIFICATE OF COURSE ATTENDANCE

---

**Robert Garcia**

---

has received 36 hours of state approved instruction in the subject of

**FIRE PUMPS & ACCESSORIES**



PRESENTED BY:

*George M Schmelty*, CFMA President

---

TRAINING DATES:

**March 23 - 27, 2015**

---

# **HALE PRODUCTS, INC.**

## **Pump Maintenance and Operations**

We hereby certify that

**James Killackey**

Has successfully completed a 16 hours course in Centrifugal Fire Pump  
Maintenance and Repair

Awarded this day, November, 6-7, 2013 by



Ric Tull, Manager of Product Training  
Ben Ruthman, HI-TECH E.V. S., Inc.



CITY OF COSTA MESA INVITATION FOR BID (IFB) 24-05  
FIRE EQUIPMENT MAINTENANCE ANNUAL INSPECTION & TESTING

**Bid Sheet**

Item	Description	Est Hours	Rate Per Hour	Total Cost
1	Labor Rate - Regular Hours *Beyond Warranty & Recall Work	150	\$180 Hour	\$27,000
2	Labor Rate - After Hours & Holiday	50	\$210 Hour	\$10,500
3	Parts/Material Mark Up Percentage	Cost Plus 20%		

**EXHIBIT C**

**CITY COUNCIL POLICY 100-5**

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
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;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
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- b. Establishing a Drug-Free Awareness Program to inform employees about:
  - 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;

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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.