

**CONSULTANT AGREEMENT  
CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 21<sup>st</sup> day of June, 2022 by and between Pyramid Group International, Inc., (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

**RECITALS**

- A. The City desires to retain a Consultant having special skill and knowledge in the field of management support services for digital billboards/banners and bus stop advertising/maintenance.
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Exhibit A**, attached hereto and incorporated by reference.

**2. COMPENSATION**

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Exhibit A**. The total amount to be expended during the term of this Agreement shall not exceed \$524,040, including any extension periods exercised under Section 3. This sum shall be comprised of \$476,400 with a contingency amount of \$47,640 to be used at the City’s sole discretion.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on the date first written above for a three (3) year term with the option for the City to grant up to two (2) one (1) year renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

### **4. INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **5. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

### **6. INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

## MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### *Additional Insured Status*

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

#### *Primary Coverage*

For any claims related to this contract, the Contractor’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

#### *Notice of Cancellation*

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

### ***Waiver of Subrogation***

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

### ***Claims Made Policies (note – should be applicable only to professional liability, see below)***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of work.

### ***Verification of Coverage***

Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### ***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **7. INDEMNIFICATION**

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

## **8. INTELLECTUAL PROPERTY INDEMNIFICATION**

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

## **9. RECORDS**

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

## **10. CONFIDENTIALITY**

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

## **11. CONFLICT OF INTEREST CLAUSE**

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## **12. NON-DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

## **13. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

#### **14. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

#### **15. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

#### **16. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

#### **17. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

#### **18. PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and

in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

## **19. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714- 647-6956

With courtesy copies to:

Executive Director, Public Works Agency  
City of Santa Ana  
20 Civic Center Plaza (M-21)  
P.O. Box 1988  
Santa Ana, California 92702

To Contractor:

Najib Saadeh President/Founder Pyramid Group International, Inc. 25771 Rapid Falls Rd, Laguna Hills, CA 92653
---

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.



**20. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. The Agreement is the final and complete agreement and any prior or contemporaneous agreements for similar services between the parties is superseded by this Agreement. This shall not apply where the Parties are currently engaged and Consultant is providing services not contemplated by this Agreement.
- c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**ATTEST:**

**CITY OF SANTA ANA**


\_\_\_\_\_  
Daisy Gomez  
Clerk of the Council

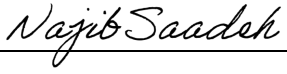
\_\_\_\_\_  
Kristine Ridge  
City Manager

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

**CONSULTANT:**

By:   
\_\_\_\_\_  
Jose Montoya  
Assistant City Attorney

 _____ Najib Saadeh President/Founder
---

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Nabil Saba  
Executive Director  
Public Works Agency

## **EXHIBIT A**



# City of Santa Ana, California

Proposal for Support during the Site Selection, Permitting, Construction, Commissioning and Operation of Digital Billboards and Digital Banners, and the Review of Operations and Financial Reporting for Digital Billboards and Digital Banners, and Bus Stop Advertising and Maintenance Agreements

Prepared for Mr. Nabil Saba, PE  
Executive Director  
Public Works Agency  
20 Civic Center Plaza M-21  
Santa Ana, CA 92702

Prepared by Najib Saadeh  
Founder/President  
Pyramid Group International  
Office: 949.280.4903  
Email: [nsaadeh@pyramidgroupinternational.com](mailto:nsaadeh@pyramidgroupinternational.com)  
[www.pyramidgroupinternational.com](http://www.pyramidgroupinternational.com)

## Introduction Letter

May 11, 2022

Mr. Nabil Saba, PE  
Executive Director  
Public Works Agency  
20 Civic Center Plaza M-21  
Santa Ana, CA 92702

Mr. Saba,

Pyramid Group International, Inc. (Pyramid) is pleased to submit this proposal to provide oversight, on behalf of the City of Santa Ana (City), and to act as liaison between the City and Outfront Media LLC (OUTFRONT) during the design, permitting, construction, operation, maintenance, and management of digital billboards and digital banners by OUTFRONT.

The scope of the proposed work also includes support in ensuring that all terms of the Agreement between the City and OUTFRONT as well as all terms of the Agreement between the City and Focus Media Group (FMG) are implemented as specified in the Agreements. It also includes a regular review of the operational reports and financial reports submitted by FMG and OUTFRONT to confirm that the City is receiving the revenue that it is entitled to from both vendors and to ensure both vendors are adhering to the operating requirements and standards that were agreed to in both contracts.

Pyramid is prepared and qualified to provide the above-described support especially when considering that Pyramid managed the RFP process, under direction from City staff, resulting in the selection of both vendors, FMG and Outfront.

Through that initial engagement, Pyramid is particularly familiar with the terms of both agreements. Pyramid works seamlessly with City staff in currently providing management support for these vendors. Because of this and the Pyramid staff's unique set of skills and qualifications in multiple areas including, project management, engineering, architecture, environmental compliance, safety compliance, accounting and finance, we believe that Pyramid is best suited to support the City in the execution of these agreements.

The scope of services and work items for this engagement include providing oversight and support throughout the implementation of the following tasks :

- Task 1. Installation of Digital Billboards and Digital Banners

- Task 1.1. Site Confirmation
- Task 1.2. Initial Study
- Task 1.3. Community Outreach and Communication Plan
- Task 1.4. Adherence to Requirements
- Task 1.5. ASLA Development
- Task 1.6. Commissioning
- Task 2. Review of Operations and Financial Reports
  - Task 2.1. Digital Billboards and Digital Banners
  - Task 2.2. Bus Stop Advertisement and Maintenance
- Task 3. FMG Transition and Refurbishment Program
- Task 4. Management Support, Communication and Meetings

Pyramid appreciates the opportunity to submit this proposal which includes a Scope of Work and a Cost Estimate and we look forward to continuing to work with the City on the execution phase of both the OUTFRONT and FMG agreements.

If you have any questions, please feel free to contact me directly by phone (949.280.4903) or by email ([nsaadeh@pyramidgroupinternational.com](mailto:nsaadeh@pyramidgroupinternational.com)).

Sincerely,



Najib Saadeh  
President/Founder  
Pyramid Group International, Inc.

## Scope of Services

### ***Task 1. Installation of Digital Billboards and Digital Banners***

#### Task 1.1. Site Confirmation

Pyramid will oversee the evaluation by Outfront Media LLC (OUTFRONT) of the four (4) potential sites for digital billboards and the six (6) potential locations for digital banners and will liaise between the City of Santa Ana (City) and OUTFRONT for all aspects of the evaluation, including the decision to eliminate, substitute or add locations at City's own discretion. Pyramid will verify that the selected sites for digital billboards and digital banners have been prioritized based on their potential to yield the highest revenue to the City while maintaining or enhancing the public benefit.

#### Task 1.2. Initial Study

Pyramid will review the Initial Study prepared by OUTFRONT in association with the freeway digital billboards and digital banners as well as any subsequent environmental documentation. Pyramid will advise the City on the level of environmental review required by OUTFRONT.

#### Task 1.3. Community Outreach and Communication Plan

Pyramid will oversee OUTFRONT's development of a comprehensive community outreach and communication plan for each location. Pyramid will attend the meetings (up to five (5) community meetings for each location) and will report to the City on the outcome of the meetings.

Pyramid will review the outreach material prepared by OUTFRONT and will make recommendations. Also, Pyramid will verify that OUTFRONT has provided all necessary equipment and technology to conduct the meetings at the neighborhood association locations or at various field locations.

Pyramid will work closely with OUTFRONT to ensure that all issues and concerns expressed by the community are addressed to the satisfaction of the community and the City. Pyramid will also ensure that all questions and concerns raised at the meetings as well as the resolutions are documented by OUTFRONT and communicated to the City.

#### Task 1.4. Adherence to Requirements

Pyramid will verify that OUTFRONT is adhering to all requirements per the terms of the Agreement between the City and OUTFRONT and will report any issue to the City as soon as it becomes known. The applicable requirements that Pyramid will monitor include, but are not limited to, the following:

1. Specifications
  - a. Use, by OUTFRONT, of the current best available digital-billboard and digital banner technologies,
  - b. Adherence to all design, construction and operation requirements,
  - c. Maintenance, repair, and upgrade of the digital billboards and digital banners as needed to provide the best available digital-billboard technologies, and
  - d. Compliance with the City's off-premises commercial advertising signs ordinance.



## 2. Application Requirements

- a. Pyramid will act as a liaison between OUTFRONT and the City's Public Works Agency during the application for the construction of the new digital billboards and digital banners. Pyramid will also keep track of all other necessary applications that are needed by Caltrans and/or the State.

## 3. Development Standards

- a. Pyramid will monitor that OUTFRONT has complied with all standards that are established by Caltrans and that are in effect at the time of permit issuance. Pyramid will also verify that OUTFRONT has adhered to the City's Digital Billboard Development Standards. Pyramid will report any known deviation to the City.

## 4. Lighting and Display Requirements

- a. Pyramid will verify that OUTFRONT has adhered to all lighting and display requirements applicable to the digital billboards and digital banners as specified in the Agreement between the City and OUTFRONT. Pyramid will report any known deviation to the City.

## 5. Prohibited Features

- a. Pyramid will verify that OUTFRONT has not included any prohibited features and that it adhered to all lighting and display requirements applicable to the digital billboards as specified in the Agreement between the City and OUTFRONT. Pyramid will report any known deviation to the City.

## 6. Maintenance and Monitoring

- a. Pyramid will monitor that OUTFRONT is maintaining each Advertising Site as initially permitted, is in compliance with City, County and State requirements, and that all digital billboards and digital banners are operational and have an uptime of 92.5%.
- b. Pyramid will review the Lighting Monitoring Reports once submitted to the Public Works Agency upon installation. The reports are submitted upon installation and on a three-year interval thereafter to confirm conformance with the lighting requirements.
- c. Pyramid will lead the investigation of complaints about lighting, and if determined necessary by the Executive Director of the Planning and Building Agency, Pyramid will request that OUTFRONT provide an updated Lighting Monitoring Report within 72 hours of the notice from the City. If necessary, Pyramid will coordinate the independent digital billboard lighting measurements and, per the terms of the Agreement between the City and OUTFRONT, all costs related to lighting measurements and/or adjustments or repairs will be borne by OUTFRONT.

### Task 1.5. ASLA Development

Pyramid will assist with the development of an Advertising Site License Agreement (ASLA) for each of the four (4) digital billboards and each of the six (6) digital banners proposed for development.

Pyramid will work with the City attorney to verify that all ASLAs are consistent with the terms of the Agreement between the City and OUTFRONT for the provision for digital billboards and digital banners.

#### Task 1.6. Commissioning

Pyramid will assist in the commissioning of the four (4) digital billboards and six (6) digital banners. This would include ensuring that the digital billboards and banners are successfully constructed and operational in accordance with the specifications contained in Exhibit A of the Agreement between the City of Santa Ana and OUTFRONT.

Per the Agreement between the City and OUTFRONT, the construction and commissioning of each digital billboard and digital banner shall be completed no later than 12 months from the date that each respective ASLA is fully executed, provided there are no significant delays. Pyramid will work closely with OUTFRONT and the City to meet the schedule and to assist in overcoming potential delays. Pyramid will keep the City informed of any potential delay and of the overall progress of the construction and commissioning.

### ***Task 2. Review of Operations and Financial Reports***

#### Task 2.1. Digital Billboards and Digital Banners

Pyramid will verify that all financial reports produced by OUTFRONT and relating to the Agreement between the City and OUTFRONT include the necessary information to keep track of revenue generated, MAG payments, and revenue share due to the City.

Pyramid will review all quarterly reports submitted by OUTFRONT and in particular, the details on the revenue generated from the Advertising Inventory, associated ad rates and occupancy rates.

Pyramid will also confirm the minimum annual guarantee (MAG) amount due to the City each quarter and the True-up payment based on the revenue share calculation due after the end of each calendar year.

If necessary, Pyramid, on behalf of the City, will audit OUTFRONT's financial records and financial reports once annually after providing at least ten (10) days' prior written notice to OUTFRONT.

Pyramid will report any discrepancies to the City as soon as discovered and will provide updates to the City on OUTFRONT's progress toward the resolution of any discrepancies.

#### Task 2.2. Bus Stop Advertisement and Maintenance

Pyramid will review all quarterly reports submitted by FMG and in particular, the details on the revenue generated from the Advertising Inventory, associated ad rates and occupancy rates.

Pyramid will also confirm the minimum annual guarantee (MAG) amount, the Maintenance Services Cost, and the resulting Revenue Payment due to the City for each quarter.



If necessary, Pyramid, on behalf of the City, will audit FMG's financial records and financial reports once annually after providing at least ten (10) days' prior written notice to OUTFRONT.

Pyramid will report any discrepancies to the City as soon as discovered and will provide updates to the City on FMG's progress toward the resolution of any discrepancies.

### ***Task 3. FMG Transition and Refurbishment Program***

Pyramid will assist during the transition of services to FMG and with the implementation of the refurbishment program by FMG which includes the inspection of all existing bus stops and bus shelters for repairs and parts needed and, ultimately, the completion of the refurbishment per the terms of the Agreement.

Additionally, Pyramid will work together with FMG on meeting the agreed-on schedule for the implementation of the comprehensive refurbishing program.

### ***Task 4. Management Support, Meetings and Presentations***

Pyramid will meet regularly with the City and/or the vendors to discuss the status of the project, major milestones, and deliverables for the digital billboards and digital banners, progress on FMG's refurbishment program and the reporting required by OUTFRONT and FMG.

## **Assumptions**

1. The scope of work and cost estimate are based on the installation and operation of a total of four (4) digital billboards and six (6) digital banners.
2. All four (4) digital billboards and six (6) digital banners sites will be identified in the first year and their construction and commissioning could take between one to two years.
3. The Initial Study will be performed during the first year. No additional studies in subsequent years are anticipated.
4. Community outreach events will be required the first year and second year for the four (4) digital billboards and the six (6) digital banners.
5. Pyramid will review the initial Lighting Monitoring Reports for conformance with the lighting requirements once submitted to the Public Works Agency upon the installation of the digital billboards and digital banners. Pyramid will also review the reports that are due by OUTFRONT after three (3) subsequent years.
6. Independent digital billboard lighting measurements and all costs related to lighting measurements and/or adjustments or repairs will be borne by OUTFRONT.

## Cost Estimate

The cost estimate presented by Pyramid herein is based on a rate of \$240 per hour. Pyramid's services would be billed in 0.25 hourly increments. Because of the proximity of Pyramid's offices to the City of Santa Ana, travel costs are minimal and therefore negligible. Therefore, travel costs are not included in the cost estimate.

Detailed cost for the proposed scope of work is presented below per task and subtask for each year. As for the duration of the proposed work, Pyramid suggests a three-year contract with two one-year extension options.

Table 1. Cost Estimate for Five Years

Task No.	Task Description	Year 1	Year 2	Year 3	Year 4	Year 5
<b>1</b>	<b><i>Installation of Digital Billboards and Digital Banners</i></b>					
1.1	Site Confirmation	\$21,600				
1.2	Initial Study	\$10,800				
1.3	Community Outreach and Communication Plan	\$31,920	\$10,560			
1.4	Adherence to Requirements	\$25,440	\$8,640	\$17,280	\$17,280	\$17,280
1.5	ASLA Development	\$16,080	\$3,840			
1.6	Commissioning	\$12,960	\$3,840			
<b>2</b>	<b><i>Review of Operations and Financial Reports</i></b>					
2.1	Digital Billboards and Digital Banners		\$10,560	\$10,560	\$10,560	\$10,560
2.2	Bus Stops Advertisement and Maintenance	\$8,160	\$10,560	\$10,560	\$10,560	\$10,560
<b>3</b>	<b><i>FMG Transition and Refurbishment Program</i></b>	\$28,800	\$14,400			
<b>4</b>	<b><i>Management Support, Communication and Meetings</i></b>	\$36,960	\$36,960	\$23,040	\$23,040	\$23,040
<b>Total:</b>		<b>\$192,720</b>	<b>\$99,360</b>	<b>\$61,440</b>	<b>\$61,440</b>	<b>\$61,440</b>

If additional services and/or hours are required beyond those stated in the scope of work, Pyramid would first seek City's approval prior to performing the additional work.