

**AGREEMENT WITH SLS PROPERTY SOLUTIONS, INC., TO PROVIDE ON-CALL  
RIGHT OF WAY PROPERTY BOARD-UP SERVICES FOR THE  
CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 15th day of November, 2022 by and between, SLS Property Solutions, Inc., a California corporation (“Contractor”), 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. On August 15, 2022, the City issued Request for Proposal (RFP) No. 22-091, by which City sought a contractor having special skill and knowledge in the field of: board-up services after City takes possession of vacant buildings to secure the properties for Capital Improvement Projects (CIP) for the proposed On-Call Right of Way Property Board-Up Services.
- B. Contractor submitted a responsive proposal that was among those selected by the City. Contractor represents that it is able and willing to provide the services described in the scope of work that was included in RFP 22-091.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor 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**

On an on-call basis, and at the City’s sole discretion, Contractor shall perform the services described in the scope of work that was included in RFP No. 22-091, which is attached as **Exhibit A** and incorporated in full, and as further described in Contractor’s Proposal, which is attached as **Exhibit B** and incorporated in full.

**2. COMPENSATION**

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in **Exhibit C**. Contractor is one of three (3) contractors selected to provide services on an on-call basis under RFP 22-091. The total compensation for services provided by all contractors selected under RFP No. 22-091 shall not exceed the shared aggregate amount of Three Hundred Thousand Dollars and Zero Cents (**\$300,000**).
- 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 that fails to meet the standards of performance set forth in the Recitals that 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 a **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**

Contractor shall, during the entire term of this Agreement, be construed to be an independent Contractor 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 Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor 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 Contractor under this Agreement ("Documents & Data"). Contractor 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. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor 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.

a. Minimum Scope and Limit of Insurance

1. **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.
2. **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 a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **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.
4. **Broader Coverage:** if the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City 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 City.

b. Other Insurance Provisions

1. **Additional Insured Status:** The City, 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 2037 if a later edition is used).
2. **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 City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees,

or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. **Waiver of Subrogation:** Contractor hereby grants to City a waiver of any right to subrogation that any insurer of said Contractor may acquire against the City 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 City has received a waiver of subrogation endorsement from the insurer.
5. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City 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 City.
6. **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 City.
7. **Claims Made Policies:** If any of the required policies provide claims-made coverage:
  - i. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
  - iii. 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.
8. **Verification of Coverage:** Contractor shall furnish the City 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 City 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 City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

10. **Special Risks or Circumstances:** City 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**

Contractor 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 Contractor 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**

Contractor 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 Contractor to the City pursuant to this Agreement.

## **9. RECORDS**

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor 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 Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor 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. Contractor 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 Contractor under this Agreement.

## **10. CONFIDENTIALITY**

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor 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 Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

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

Contractor 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**

Contractor 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. Contractor 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 Contractor 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, Contractor 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 that 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, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor 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 Contractor 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 Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work that 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**

Contractor 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. Contractor 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:

Nabil Saba  
Executive Director, Public Works Agency  
City of Santa Ana  
20 Civic Center Plaza (M-21)  
P.O. Box 1988  
Santa Ana, California 92702  
Fax: 714-647-5635



To Contractor:

Sarah L. Strader  
President  
SLS Property Solutions, Inc.  
919 E. Santa Ana Blvd.  
Santa Ana, CA 92701

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 Contractor 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**

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Clerk of the Council


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Kristine Ridge  
City Manager


*[signatures continued on next page]*

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

By:   
Brandon Salvatierra  
Deputy City Attorney

**CONTRACTOR:**

  
~~Sara L. Strader~~ *sto* Sarah L. Strader  
President

**RECOMMENDED FOR APPROVAL:**

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

## **EXHIBIT A**

**Appendix  
ATTACHMENT 1  
SCOPE OF WORK**

**CITY OF SANTA ANA  
REQUEST FOR PROPOSALS  
FOR  
ON-CALL PROPERTY BOARD-UP SERVICES  
RFP NO. 22-091**

**INTRODUCTION/PROJECT BACKGROUND**

The City of Santa Ana is issuing this Request for Proposals (RFP) to seek qualified Right of Way Specialty firms to provide On-Call Property Board-Up services on an as-needed or “on-call” basis.

It is the City’s goal to select two or more firms to enter into an agreement(s) with to provide as needed right of way acquisition to widen the street and board-up after City takes possession of vacant buildings to secure the properties for capital improvement projects (CIP). The capital improvement projects needing the right-of-way services include, but are not limited, to street improvements.

**DESCRIPTION OF WORK**

Consultants under contract with the City of Santa Ana will provide support to City of Santa Ana staff or their designee on an as-needed basis. The Consultants shall be thoroughly familiar with the Statement of Work prior to submitting a response to this Request for Proposal (RFP).

- Board-ups shall be in accordance with the USFA National Prevention Initiative Board-Up Procedures.
- Board-ups to secure buildings may be ordered by the City’s authorized property management consultants or City personnel. The order shall be done in verbal and may require immediate board-up or may require field meetings to discuss scope of work and fees.
- Board-ups shall be completed within 24 hours of request.
- Perform other duties as assigned to secure buildings completely and creatively.

**Sample Fee Proposal**

Contractor shall submit a fee proposal as described below in a sealed fee envelope. The proposal will be used for fee comparison and evaluation purposes. Furthermore, this fee proposal will become part of Exhibit B of the Contract Agreement and will be used to compare with an actual work request.

- Sample locations for fee proposals are:

- o 2246 Orange Ave (n/w corner of Warner/Orange)
  - o 2245 S. Main Street (Arco Gas Station)
  - o Provide brief description of methods and materials used to secure the building
- Fee to re-board on emergency request and/or 24 hour basis.

### **Board Up Procedures:**

The USFA National Arson Prevention Initiative Board Up Procedures is incorporated herein by reference and are hereby accepted as Reference Specifications. These Reference Specifications are intended to govern certain construction materials, methods, and details with some additional modification herein.

### **Materials List and Specifications**

#### **SECURITY MEASURES**

1. All openings in the basement, crawl spaces, garages, first floor doors and windows, and any point of entry accessible from a porch, fire escape or other potential climbing point shall be barricaded with plywood, 2x4 braces, carriage bolt sets, specialized head/drive screws, and nails, unless stated otherwise.

**NOTE: General contractor screws, particle board, wafer board, masonite, or other similar material shall NOT be used for purposes of boarding-up a building.**

2. Garage Doors and Openings at least 10' from ground level which are not accessible from a porch, fire escape, roof, or other climbing point can be secured with nails every 12" around the perimeter. For all openings, the plywood should be fitted so that it rests snugly against the exterior frame, butting up to the siding on wood frame buildings and up to the brick molding edge on brick buildings. It may be necessary to remove the staff bead so this fit can be flush and tight.
3. The structure shall be posted with a NO TRESPASSING sign at the completion of the board-up.
4. Commercial property with full windows or glass fascades shall be blacked out and adhesive shall be used to attach the plywood to the glass from the interior to prevent shattering. Plywood shall be secured to the window/glass framing.
5. ONLY Interior Boarding shall require black-out of windows and be secured with plywood and 2x4 braces fasten to the wall with deck nails and specialized star-drive head screws.

#### **MATERIALS**

1. Plywood, 1/2" (4 ply) exterior grade CDX
2. Braces - 2" by 4" by 8' (or longer) construction grade lumber

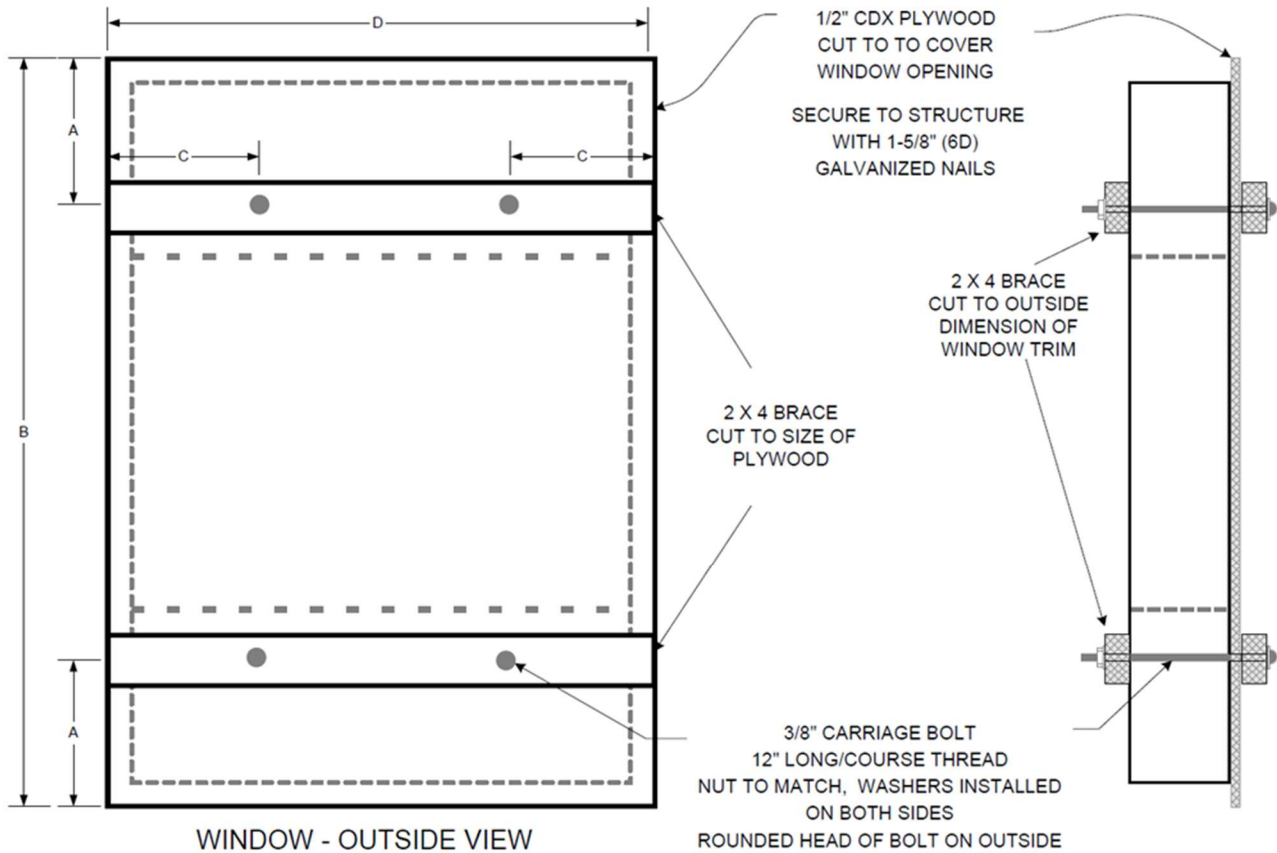
3. 3/8" (coarse thread) by 12" (or longer) carriage bolts (rounded head on weather side)
4. 3/8" (coarse thread) construction grade nuts
5. 1/2" (USS Standard) Flat washers with an inside diameter large enough to bypass the wrench neck inside the carriage bolt head so no lift edge is available beneath an installed carriage bolt head.
6. 3/8" (USS Standard) diameter flat washers for installation beneath the nut inside the building
7. Combination of 2"-3" deck nails and 2"-3" Star-drive screws; T-20, T-25, etc.

## **BARRIER ASSEMBLY**

1. Plywood shall be cut to fit over the window and door openings, flush with outside of the molding/trimmer stud. Application of barriers shall be completed so that all lift or pry points are avoided. Plywood board shall be solid sheets without seams or joints.
2. The 2x4 braces shall be cut to fit the horizontal dimension of the plywood. Two exterior and two interior 2x4 braces shall be provided for each window and three sets for each door.
3. Window Assembly – Braces are located horizontally approximately 1/3 of the distance from the top and the bottom of the window. Bolt holes are located 1/3 of the length of the brace from the outside edge of the window jams. Prior to installation, the assembly should be pre-assembled and 3/8" holes drilled through all of the components.
4. Door Assembly – Door braces will be placed horizontally; one in the center of the doorway and one 1/2 the distance from the center to the top and one 1/2 distance from the center to the bottom of the doorway. Bolt holes are located 1/3 of the length of the brace from the outside edge of the door frame. Prior to installation, the assembly should be pre-assembled and 3/8" holes drilled through all of the components.
5. Plywood used to cover exterior openings shall be nailed every 12" along the perimeter of the frame of the window, door, or opening.
6. The 2x4 braces on the interior and exterior of the assemblies shall be secured using 3/8" by 12" carriage bolt assemblies. Bolts shall be inserted through the predrilled holes from the exterior with a 1/2" washer place against the exterior brace, a 3/8" washer is placed against the interior brace. The bolt is tightened from the inside so that it slightly compresses the interior brace. The 2x4 Bottom Brace shall be cut to width of door trim and drilled to the floor to prevent opening.
7. Garage Door – the opening shall be covered with plywood and secured with a minimum of 3-inch-long deck or wood screws installed on 6-inch centers around the circumference of the opening. An interior or exterior 2x4 Bottom Brace is required to prevent it from opening and drilled to the floor with masonry screws (or as appropriate).

**NOTE: These specifications are subject to change upon case by case scenario. Any changes or recommendations shall be discussed during the walk-through of the property prior to a proposal, quote and or notice to proceed.**

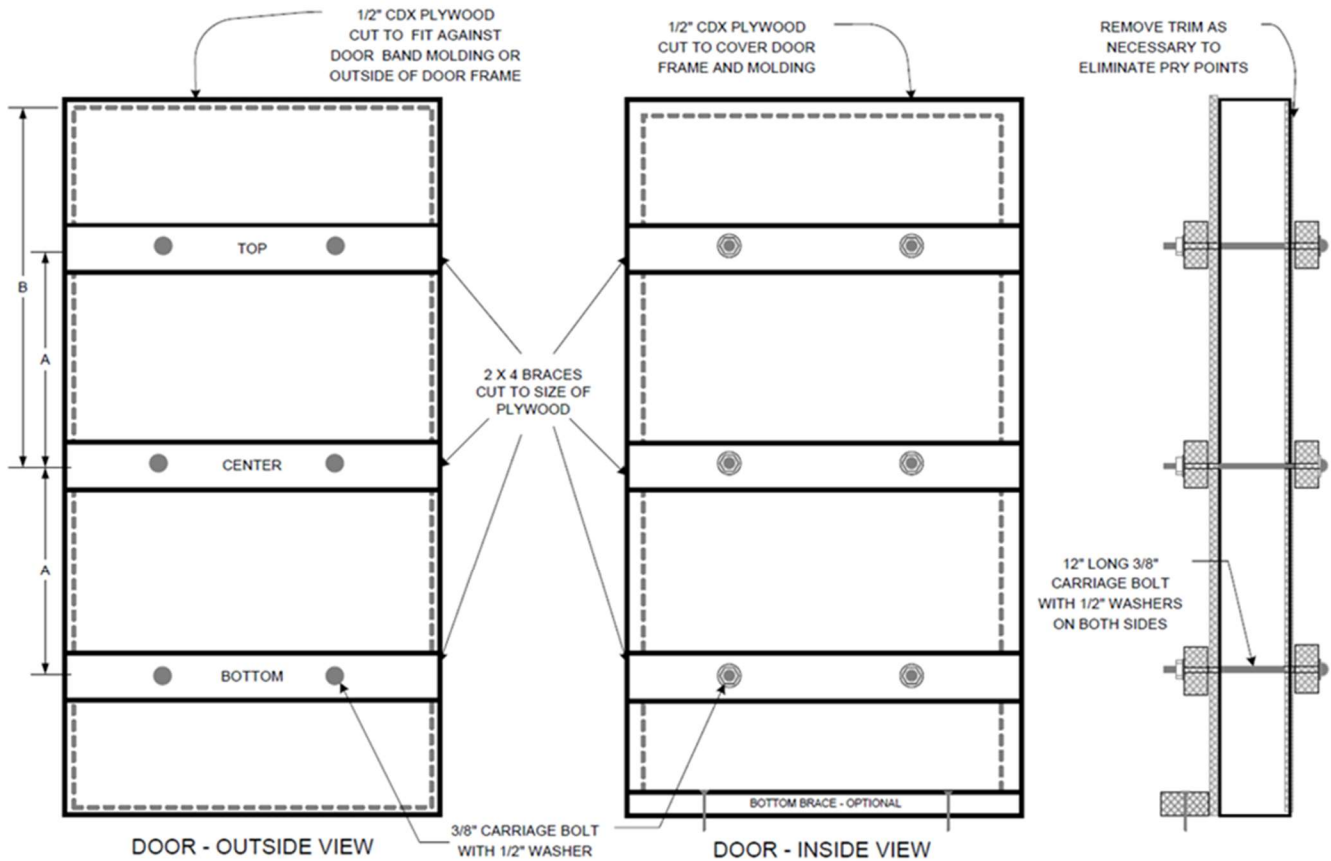
## WINDOW BOARDING SPECIFICATION



### NOTES:

1. FOR DOUBLE HUNG WINDOWS, SLIDE SASH TO CENTER OF UNIT AND PASS BOLTS THROUGH OPENINGS AT TOP AND BOTTOM.
2. STORM WINDOWS SHOULD BE REMOVED AND STORED INSIDE STRUCTURE.
3. OUTSIDE TRIM MAY HAVE TO BE REMOVED TO ACCOMMODATE A FLUSH AND TIGHT FIT.
4. TIGHTEN NUTS FROM INSIDE ENOUGH TO SLIGHTLY COMPRESS 2X4 BRACE.
5. BRACE LOCATIONS:  $A = 1/3 B$  (SEE DIMENSION LOCATIONS ON DRAWING)  
**NOTE: WINDOWS 3 FEET IN HEIGHT OR SHORTER ONLY REQUIRE ONE BRACE.**
6. LOCATION OF BOLT HOLES:  $C = 1/3 D$  (SEE DIMENSION LOCATIONS ON DRAWING)
7. THE PLYWOOD BOARD SHOULD BE SECURED WITH SCREWS EVERY 12" ALONG THE PERIMETER OF THE FRAME OF THE WINDOW, DOOR, OR OPENING, AND WITH DECK NAILS AT EVERY 6" MARK WHERE SCREW IS NOT PLACED.

## DOOR BOARDING SPECIFICATIONS



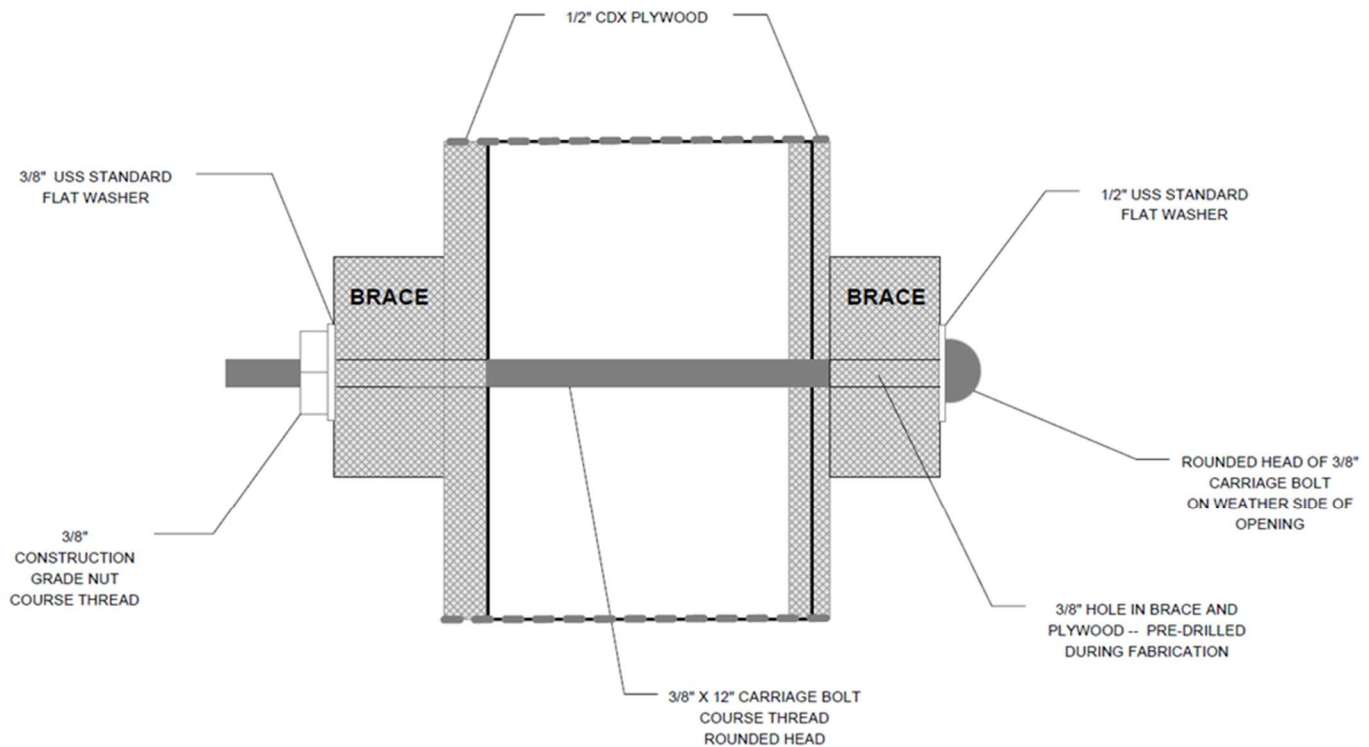
### NOTES:

1. IRON DOORS OR FRAMES MAY BE REMOVED AND STORED INSIDE BUILDING IF NECESSARY.
2. USE 3/8" X 12" CARRIAGE BOLTS - ROUNDED HEAD ON OUTSIDE OF BUILDING. LONGER BOLTS MAY BE NECESSARY.
3. TIGHTEN NUTS FROM INSIDE ENOUGH TO SLIGHTLY COMPRESS 2X4 BRACE.
4. IF PLYWOOD CAN NOT BE BUTTED AGAINST BAND MOLDING, CUT TO COVER OUTSIDE EDGE OF DOOR FRAME.
5. BOLT HOLES ARE LOCATED AS THEY ARE FOR WINDOWS (SEE WINDOW DETAIL)
6. CENTER BRACE LOCATED IN CENTER OF DOORWAY OPENING. TOP AND BOTTOM BRACES ARE POSITIONED WHERE  $A = 1/2B$  (SEE DIMENSION LOCATIONS ON DRAWING)



7. USE 2X4 BOTTOM BRACE - CUT TO WIDTH OF DOOR TRIM. DRILL TO THE FLOOR TO PREVENT OPENING. INTERIOR AND EXTERIOR BOTTOM BRACES WITH MASONRY SCREWS ARE MANDATORY WHEN BOARDING GARAGE DOORS.

### BRACE AND CARRIAGE BOLT SPECIFICATION



### NOTES:

1. USE 2" BY 4" BY 8' (OR LONGER) CONSTRUCTION GRADE LUMBER FOR BRACES.
2. USE 3/8" X 12" CARRIAGE BOLTS - ROUNDED HEAD ON OUTSIDE OF BUILDING
3. TIGHTEN NUTS FROM INSIDE ENOUGH TO SLIGHTLY COMPRESS WASHER INTO 2X4 BRACE.
4. USE 1/2" WASHER ON WEATHER SIDE TO ACCOMMODATE THE WRENCH NECK OF BOLT AND ELIMINATE PRY POINTS.

## MATERIALS REQUIRED PER WINDOW

- 1 - 1/2" CDX PLYWOOD SHEET-CUT TO DIMENSIONS OF WINDOW FRAME (WEATHER SIDE  
4 - 2X4 BRACES - CUT TO WIDTH OF PLYWOOD  
4 - CARRIAGE BOLT ASSEMBLIES

NUMBER OF WINDOWS TO BE SECURED ( $N_w$ ): \_\_\_\_\_

NUMBER OF WINDOWS BRACES REQUIRED: ( $N_w \times 4$ ) \_\_\_\_\_

CARRIAGE BOLT ASSEMBLIES REQUIRED ( $B_w$ ): ( $N_w \times 4$ ) \_\_\_\_\_

## MATERIALS REQUIRED PER DOOR

- 1 - 1/2" CDX PLYWOOD SHEET - CUT TO DIMENSIONS OF DOOR FRAME (WEATHER SIDE)  
1 - 1/2" CDX PLYWOOD SHEET - CUT TO OUTSIDE DIMENSIONS OF DOOR FRAME TRIM  
(INSIDE)  
6 - 2X4 BRACES - 3 CUT TO WIDTH OF OUTSIDE PLYWOOD  
                - 3 CUT TO WIDTH OF INSIDE PLYWOOD  
1 - 2X4 BOTTOM BRACE - CUT TO WIDTH OF DOOR TRIM DRILLED TO FLOOR (INSIDE)  
6 - CARRIAGE BOLT ASSEMBLIES

NUMBER OF DOORS TO BE SECURED ( $N_D$ ): \_\_\_\_\_

NUMBER OF DOOR BRACES REQUIRED: ( $N_D \times 6$ ) \_\_\_\_\_

NUMBER OF BOTTOM BRACES REQUIRED: ( $N_D$ ) \_\_\_\_\_

CARRIAGE BOLT ASSEMBLIES REQUIRED ( $B_D$ ): ( $N_D \times 6$ ) \_\_\_\_\_

### MATERIALS REQUIRED PER CARRIAGE BOLT ASSEMBLY

- 1 - 3/8" X 12' (OR LONGER IF NECESSARY) CARRIAGE BOLT - COURSE THREAD  
1 - 1/2" USS STANDARD FLAT WASHER (WEATHER SIDE)  
1 - 3/8" USS STANDARD FLAT WASHER (INSIDE)  
1 - 3/8" CONSTRUCTION GRADE NUT - COURSE THREAD

TOTAL CARRIAGE BOLT ASSEMBLIES REQUIRED FOR WINDOWS AND DOORS:  
(B<sub>w</sub> + B<sub>d</sub>)

**CONSULTANT RESPONSIBILITIES:**

- Provide all required insurance as outlined in Attachment 2 of this RFP.
- Submit renewal of Certificate of Insurance 30 days before expiring.
- Ensure Certificate of Insurance is current when submitting invoices.

**PAYMENT AND INVOICING:**

Selected Consultant shall invoice the City based on time and material according to the City's standard invoice template. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement. City shall retain ten percent (10%) of the invoice amount from each payment until the completed Project has been accepted by the City.

Each invoice must include a Consultant Progress Report that contains tasks and activities completed and summary of work in the next month period. Certificate of insurance must be current in order for invoices to be processed.

**CITY RESPONSIBILITIES:**

The City will provide information in its possession relevant to the preparation of the required information in the RFP. The City will provide only the staff assistance and the documentation specifically in referred to herein.

- Facilitate meeting spaces and coordination with City staff
- Access to City facilities

## **EXHIBIT B**



*SLS PROPERTY SOLUTIONS, INC.*

*Solution Excellence*

# **STATEMENT OF QUALIFICATION**

*919 EAST SANTA ANA BOULEVARD, SANTA ANA, CA 92701*

*WWW.SLSPROPERTYSOLUTIONS.COM*



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## **COVER LETTER**

SLS Property Solutions, Inc. (SLS) is a Santa Ana based company that has worked with the City of Santa Ana on several contracts with several City Departments. SLS provided board-up services for the Bristol Street Widening and the Warner Street Widening projects. We have performed these services in conjunction with right of way firms as well as from City staff. SLS is partnering with Monument, Inc. (Monument) for any right of way services. They are also familiar with working with Santa Ana as they are currently working with the City on the Warner Avenue Widening Phase II, Bristol Street Widening Phase 3A & B, as well as the Grand Avenue Widening Project.

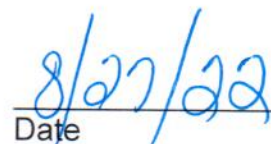
SLS is a California Corporation registered in Santa Ana, California. SLS is also registered with the Department of Industrial Relations and our number is 1000020317. We hold a B – General Contractor, and a C21 – Demolition license. Our State Contractor's License number is 1003066.

Monument is also a California corporation and a certified Small Business as well as a Disadvantaged Business Enterprise CUCP #46456.

We have no exceptions to the proposed contract.

Sarah L. Strader is the President of the corporation and is able to make legally binding commitments for the entity. She can be reached at 714-496-8699 or via email at [sarah@slspropertiesolutions.com](mailto:sarah@slspropertiesolutions.com).

  
\_\_\_\_\_  
Sarah L. Strader

  
\_\_\_\_\_  
Date



## **FIRM AND TEAM EXPERIENCE**

SLS has been providing board-up services for a wide range of public and private clients for nine years. We provide contracted board-up services for Santa Ana Code Enforcement, Long Beach Fire and Police, City of Ontario Community Improvement Department, and for the Bristol St. and Warner Ave. projects. Our board-up work for the Bristol St. and Warner Ave. projects had us board-up residential and commercial buildings. We are aware how quickly this type of property needs to be secured and are fully prepared when mobilize to the site.

Sarah Strader is the President of the company and has eight years of in-field experience. Sarah oversees the office however, goes into the field when needed.

Paul Strader is the Vice President and has nineteen years of board-up experience. He manages field assignments and provides quotes for our jobs. He also assists the field when needed. SLS has four employees and provide prompt service when called.

Daniela Borbe is a Project Manager with Monument, Inc. She is currently providing services for the City of Santa Ana on the Bristol Street Widening Phase 3A & B, Warner Avenue Widening Project Phase II, and the Grand Avenue Widening Project. She has extensive experience inworking with other agencies such as the Orange County Transportation Authority. Monument has extensive staff that will assist when needed. Daniela will be our point of contract for any acquisition, relocation, or closing work.

Resumes are provided at the end of this response.



## ORGANIZATION CHART

Sarah Strader

Point of Contact  
Schedules Board-Up Work  
Schedules All Subcontractor Work  
Percentage of time for this project is 20%

Paul Strader

Point of Contact for Quotes  
Schedules Board-Up Work  
Percentage of time for this project is 15%

SLS Staff

SLS Staff is who will be performing the actual board-up services

Daniela Borbe

Provides Right of Way Services  
Percentage of time for this project is 15%





## UNDERSTANDING OF NEED

The City of Santa Ana is improving and widening some of its major streets. This contract provides necessary services to accomplish the City's plans.

Right of Way is necessary because residents and businesses will need to be relocated. This will be accomplished with Monument's services. They will be providing a survey of businesses and residences that will be impacted by the improvements. They will then provide the City with that survey and begin the appraisal process. Once the appraisals are completed, then the acquisition can begin. Once the City approves all these steps, negotiations for the purchase, and relocation starts.

Once properties are vacant, SLS will be notified. We will visit the site, take measurements of all openings. Before pictures are taken at this time. Some times specific requests are made for the board-up as in a door being re-keyed with the City's master key. Or, a combination padlock may be required and set with the City's master code.

Once the measurements are taken, a quote is prepared and sent to the Project Manager. SLS begins preparation of materials at this time. Once we receive the Notice to Proceed, SLS is ready to locate to the site and ready to work. When the board-up is completed, after pictures are taken.

The invoice is prepared and we attach all the before and after pictures of the work.



## **REVELANT PROJECT EXPERIENCE**

### **City of Santa Ana Contract A-2017-219**

SLS Property Solutions is the lone contractor allowed to bid on board-up services of residential and commercial properties being purchased to widen Bristol Street and Warner Blvd. The board-up scope of work is similar to the one requested in this RFP. We have secured numerous buildings under this contract. Because we are in Santa Ana, we have also been able to mobilize quickly to provide emergency board-up work when a property is broken into. SLS has been available to allow entry to City employees or other City contractors and then resecure when work is completed. We have resecured properties and have, on numerous occasions, removed illegal persons. SLS has also provided weed abatement services on some of these properties which required the use of hand tools. The work is scheduled through a right-of-way firm or through the City's David Ramirez. Staff that works on this project is Paul Strader, Jesus Guevera, Albert Hernandez, and Sarah Strader.

### **Santa Ana Code Enforcement (2nd Contract for a five year term - new)**

SLS Property Solutions currently provides trash, rubbish and sanitation abatement and board-up services for Santa Ana Code Enforcement. We have provided numerous board-up services and have removed homeless debris along a rail right-of-way. We understand what Code Enforcement officers expect and provide prompt and professional service. With our office in Santa Ana, we are able to provide the services well within the one hour time requirement. Sometimes, we are given the "heads up" from a Code Enforcement Officer that our services are needed at a particular time or if delayed because of warrant





delays, or processing the site, we are always prepared when the call arrives for us to proceed with the requested work. Staff that has worked on this contract are Paul Strader, Jesus Guevera, Albert Hernandez, and Sarah Strader.

#### **City of Ontario Community Improvement (2<sup>nd</sup> Contract 3 year term - new)**

SLS provides on-call board-up and debris removal services for the City of Ontario Community Improvement Department. These services have been performed for three years. This contract is for work with Community Improvement however, it also includes emergency board-ups for the Ontario Police and Fire Departments. We have a two hours window in which we are required to be on site. With this contract staff has removed debris from residence that required a low-side 18 wheel dump truck. We sorted the items that could go to the dump and the hazardous material that could not. SLS also provided a portable toilet for staff. Also, we cleaned an office building owned by the City of Ontario that contained homeless debris and a great deal of biohazardous waste. We are also called by the Community Improvement Department to secure properties that have not been secured by the owners. Weed abatement services were provided for large acreage parcels where the owners were not in compliance. Staff on this contract is Albert Hernandez, Jesus Guevera, Paul Strader, and Sarah Strader.

#### **City of Long Beach (2<sup>nd</sup> Contract 5 year term – new)**

We currently provide board up services 24 hours a day for the City of Long Beach Police and Fire Departments. Our typical arrival time from Santa Ana after a call is received from the police and fire dispatch center to the site in Long Beach is less than one hour.

Since October of 2013, SLS Property Solutions, Inc., has been providing board up services for the Long Beach Police and Fire Departments. In 2016, the City of Long Beach issued an Invitation Inviting Bids, SLS Property Solutions was



successful in winning the bid. We are currently on our second contract providing these services. Long Beach Public Works, and Long Beach Code Enforcement are utilizing this contract too. When we arrive on site, a police officer is usually on scene. When it is a fire call, we check in with the Battalion Chief or a Captain. As previously stated, our response time is less than one hour responding from Santa Ana. The requests for service are varied from securing a door or window after a break in of a house or business, securing an entire house after serving a search warrant and the house was tear gassed, vehicles in building, securing houses or businesses after a fire, or securing a tunnel that runs under Ocean Blvd. SLS staff that works on this contract is Albert Hernandez, Jesus Guevera, Paul Strader.

#### **Santa Ana Police Department (No Contract)**

We provide board-up services for the Santa Ana Police Department. We do not have a contract with the Police Department however, they have come to rely on us when a responsible party is not available. For this work we invoice the tenant of the space or the property owner. This arrangement has worked very well for us and Santa Ana Police. We provide the tenant/owner before and after pictures with the invoice. This allows them to provide information and pictures to their insurance company. Staff that works these calls is Jesus Guevera, Albert Hernandez, Paul Strader, and Sarah Strader



## REFERENCES

### **City of Santa Ana A-2017-219**

David Ramirez  
20 Civic Center Plaza, M-36  
Santa Ana, CA 92701  
Telephone: 714-647-5641  
Cell: 714-713-0555  
Email: [dramirez@santa-ana.org](mailto:dramirez@santa-ana.org)

### **City of Santa Ana Code Enforcement**

Yvette Portugal  
20 Civic Center Drive  
Ross Annex  
Santa Ana, CA 92701  
Telephone: 714-667-2780  
Cell: 714-504-6558  
Email: [yportugal@santa-ana.org](mailto:yportugal@santa-ana.org)

### **City of Ontario Community Improvement Department**

Dave Bucholtz  
Community Improvement Supervisor  
208 W. Emporia St.  
Ontario, CA 91762  
Telephone: 909-395-2302  
[dbucholtz@ontario.gov](mailto:dbucholtz@ontario.gov)

### **City of Long Beach**

Leslie Bruce  
Police Department Finance Administrator  
400 W. Broadway, 2<sup>nd</sup> Floor  
Long Beach, CA 90802  
Telephone: 562-570-5391  
Cell: 562-619-1332  
Email: [Leslie.Bruce@longbeach.gov](mailto:Leslie.Bruce@longbeach.gov)







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## **SCOPE OF SERVICES AND SCHEDULE**

*919 EAST SANTA ANA BOULEVARD, SANTA ANA, CA 92701*

*WWW.SLSPROPERTYSOLUTIONS.COM*



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#### **SCOPE OF SERVICES AND SCHEDULE:**

Monument Inc. Daniela Borbe will be handling the closing and escrows for this RFP. Ms. Borbe is currently providing services for the City of Santa Ana and her resume is attached. She has 20 years of experience in the Real Estate and Right of Way field.

SLS Property Solutions, Inc. (SLS), will be providing the board up services. SLS has provided board up services for the Bristol Street and Warner Street projects in the past. We are familiar with and have reviewed again, the USFA National Prevention Initiative Board-up Procedures. Board-up work does not have phases versus a long-term build or demolition project. The tasks include accepting the notice to proceed, preparing materials to be used on site, site work, taking before and after pictures of the work area, submitting an invoice with pictures.

We can work directly with City staff or with the City's property management consultants. We can mobilize to the site and have the work completed within 24 hours of the notice to proceed. Our staff is trained and familiar with the process to completely board up any property type.



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## **RESUMES**

919 EAST SANTA ANA BOULEVARD, SANTA ANA, CA 92701

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## **Sarah L. Strader**

### **PROFESSIONAL SUMMARY**

- Owner of SLS Property Solutions, Inc. work and control all aspects of day to day operations.
- Developed Request For Proposal (RFP) templates and professional services templates.
- Responsible for updating existing RFP, design and professional service templates
- Modified Purchasing Agreement templates to include more stringent contract language.
- Experienced in managing all phases of procurement functions for Invitation For Bids (IFB) and RFPs for large public entities. High level of knowledge of California Public Contract Code, procurement principles.
- High level of knowledge of Federal Transportation Administration and Federal Highway Administration requirements for procurements.

### **EXPERIENCE:**

#### ***SLS Property Solutions, Inc.***

***September 2015 to Present***

- President of SLS Property Solutions, Inc. from August 2011
- Worked in all aspects of the business
- Respond to any type of call that comes into the office
- In charge of all areas of the office and functions including invoicing and Accounts Receivable collection.
- Prepare responses to proposals and bids
- Hires employees and is responsible for payroll reporting

#### ***Orange County Sanitation District 2015***

***August 2011 to September***

- Senior Contracts Administrator – Developed RFP templates for the Planning Department. Also developed Task Order Contract templates.
- Managed multi-million dollar plant rehabilitation projects and external collections projects from design through construction.
- Exclusive Contracts Administrator for the Planning Department for RFPs and Task Orders.
- Developed procurement policies and procedures for Planning's RFPs and Task Order processes.
- Planned an outreach event for Architectural and Engineering firms to get to know the Sanitation District.

#### ***Orange County Transportation Authority***

***October 2001 to August 2011***

- Senior Contracts Administrator – Managed procurement operations including creation of RFPs and IFBs for a wide variety of goods and services related to construction projects.
- Contracts Administrator for a \$200 million grade separation program from project inception, through the procurement and award phases, and on-going contract administration. Primary responsibilities include contract development and contract compliance. Work with consultant staff to ensure regulatory and contractual compliance. Work with project partners; California State Department of Transportation, U.S. Department of Transportation (Federal Highways and Federal Transit Administration) and cities to ensure compliance with existing agreements and overall project goals.
- Provide contract interpretation and research utilizing Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) guidelines.
- Provide external review of procurements for FTA compliance for cities and receive FTA funds from OCTA.



**Paul B. Strader, RPA**

***Professional Experience***

Paul Strader came to SLS Property Solutions, Inc. from Real Estate Consulting & Services, Inc. (REC&S) and the Trammell Crow Company. He has over 25 years of experience as a property manager, and has managed office, industrial, retail, and residential properties. While at Trammell Crow, he was responsible for planning and implementation of operational procedures, accounting, and maintenance service delivery for his portfolio. In addition, he developed policies and procedures, work order systems, and operational service delivery for the Los Angeles Unified School District (LAUSD) New School Acquisition Program Phase I. While at REC&S he managed the Los Angeles World Airport (LAWA) Sound Mitigation Program Property Management, projects for the Community Redevelopment Association/Los Angeles (CRA/LA), and managed properties for City of Santa Monica and provided services for many other clients.

**SLS Property Solutions, Inc.                      2013 to Present**

*City of Santa Ana*

SLS Property Solutions, Inc. (SLS) provides board-up services for the City of Santa Ana's Bristol Street and Warner Street widening projects. Parts of these projects are overseen by Paragon Partners and Overland, Pacific, & Cutler. This is providing board-up of residential and commercial properties with very specific board-up specifications.

*City of Long Beach*

SLS Property Solutions, Inc. has a contract with the City of Long Beach to provide on-call/24 hour board-up services for Long Beach Fire Department and Police department. This requires securing commercial or residential properties on an emergency basis. Response time is within an hour.

*City of Santa Ana Code Enforcement*

SLS has a contract with City of Santa Ana Code Enforcement to provide board-up services. Our services are required when the property owner or business owner is not responsive. This includes individual windows or doors to whole homes. Commercial properties are secured as well. We have a contractual time in which to respond.

*Overland, Pacific, & Cutler, Inc.*

SLS Property Solutions, Inc. supports this Client with activities which include bidding, hands on field work including maintenance services for properties managed by Overland, Pacific, & Cutler, Inc., and for its clients. Some of our services that we have provided to Overland, Pacific and Cutler are designing, and installing approximately 1,000 lineal feet of security fence vacated Los Angeles County Court House in Downtown Long Beach. SLS Property Solutions also provides repairs to plumbing and heating systems in apartments in Glendale, and roof repairs, drywall repairs, painting, fabricating and installing water heater security cages, for apartments in Long Beach, and whole house board up services to properties in Bakersfield for a highway widening project, and numerous property inspections.

**Education**

B.S - Accounting, Mississippi State University, Building Owners Managers Association - RPA (Real Property Administrator)

**Professional Registrations**

CA B and C21 Contractors License – 986351, RMO license for SLS Property Solutions, Inc., 1003066  
Hazwoper Cert. #36991, RRP Cert. R-R19157-16-00395

FL General Contractors License CBC1259025

Utah General Contractors  
License 10545829-5501

SLS Property Solutions, Inc., Tenure 7 Years, Industry Tenure 32 Years





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## **CERTIFICATIONS**

919 EAST SANTA ANA BOULEVARD, SANTA ANA, CA 92701

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**Appendix**  
**ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT**  
**CERTIFICATIONS**

NON-COLLUSION AFFIDAVIT  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed

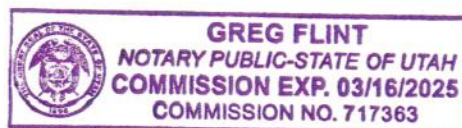
*Sarah L. Strader*

State of ~~California~~ Utah  
County of Summit

Subscribed and sworn to (or affirmed) before me on this 11<sup>th</sup> day of JULY, 2022 by Sarah Strader, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

*Greg Flint*  
Notary Public Signature

Notary Public Seal



**Appendix**  
**ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION**  
**CERTIFICATIONS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm SLS Property Solutions, Inc.  
Signed and Printed Name: Sarah L. Strader Sarah L. Strader  
Title President  
Date 7/1/22



**Appendix**  
**ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION**  
**CERTIFICATIONS**

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended.

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed:

Sarah L. Shader

Title:

President

Firm:

SLS Property Solutions, Inc.

Date:

7/11/22



**Appendix**  
**ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT**  
**CERTIFICATIONS**

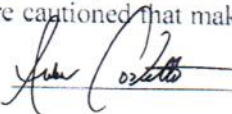
NON-COLLUSION AFFIDAVIT  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed



State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 11 day of July, 2022 by Amber Costello, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public Signature

Notary Public Seal

**Appendix**  
**ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION**  
**CERTIFICATIONS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm Monument ROW

Signed and Printed Name:  Amber Costello

Title President

Date 7/11/2022



**Appendix**  
**ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION**  
**CERTIFICATIONS**

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

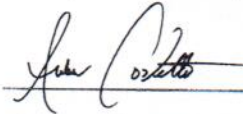
1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended.

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed:



Title:

Amber Costello, President

Firm:

Monument ROW

Date:

7/11/2022

## **EXHIBIT C**



*SLS PROPERTY SOLUTIONS, INC.*

*Solution Excellence*

**FEE SCHEDULE:**

Page A1-2 provided two addresses to provide a bid to the City. The address: 2246 Orange Ave. (n/w corner of Warner/Orange) and 2245 S. Main Street (Arco Gas Station) have been demolished and are not available to provide a quote.

However, based on the requirement of prevailing wages, and the USFA board up standard of using ½" CDX, 12" carriage bolts and galvanized ring shank nails we can provide a price per door and window.

**Price Per Door: \$573.00**

**Price Per Window: \$406.00**

Assuming an average size house of 1,400 square feet, you might have two doors and 12 windows.

An average cost to board this house up using the above standard would be \$6,018.00





## MONUMENT RIGHT-OF-WAY 2022 HOURLY RATE SCHEDULE

| Right of Way Management & Implementation                            |                   |
|---|-------------------|
| Program Manager / Principal   | \$250.00 per hour |
| Senior Project Manager  | \$180.00 per hour |
| Senior Utility Project Manager                                      | \$180.00 per hour |
| ROW Project Manager / Utility Project Manager                       | \$155.00 per hour |
| Utility Coordinator   | \$105.00 per hour |
| Senior Acquisition Agent / Senior Relocation Agent / Senior Analyst | \$125.00 per hour |
| Acquisition Agent / Relocation Agent                                | \$105.00 per hour |
| Project Coordinator / Researcher                                    | \$90.00 per hour  |
| Project Support / Administrative                                    |                   |
| Professional Staff  | \$80.00 per hour  |
| Project Support Specialist  | \$70.00 per hour  |

The above hourly rates are exclusive of local travel/mileage, photocopying, first class postage and overnight courier service. These expenses including out-of-pocket expenses such as pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling. Subcontracted services, other than those listed above, will be invoiced at cost plus ten percent (+10%).

In the event Monument is required to perform any act in relation to litigation arising out of any project with the Client (for example, expert consulting, responding to a complaint, or proceeding with discovery and trial), such services are not part of this contract, nor are they part of our normal fees. If required, these types of services will be invoiced at two times the regular hourly rates.

In the event this contract extends twelve (12) months beyond the initial date of execution, the hourly rates and any remaining amount in the contract shall be adjusted upwardly by five percent (5%) per annum, compounded annually, on the anniversary date of this contract.

Written communication services in other languages would be an additional cost and would be billed separately based on quoted hourly rates by independent translation services. Verbal communication in Spanish, if necessary, will be included at no additional charge.

Monument will submit monthly invoices for the professional and trade services rendered based on the hourly rate schedule provided above. The client shall promptly pay the uncontested amount due within no more than thirty (30) days after receipt of invoice. Upon completion of services, the remaining unbilled amount of the project balance shall become immediately due and payable.