

**AGREEMENT WITH REAL ESTATE CONSULTING & SERVICES, 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, Real Estate Consulting & Services, 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:

Jeffery Coss
President
Real Estate Consulting & Services, Inc.
18345 Pasadena Street
Lake Elsinore, CA 92530

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

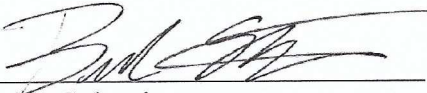
Clerk of the Council

Kristine Ridge
City Manager

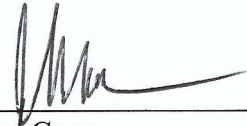
[signatures continued on next page]

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

By: 
Brandon Salvatierra
Deputy City Attorney

CONTRACTOR:


Jeffery Coss
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

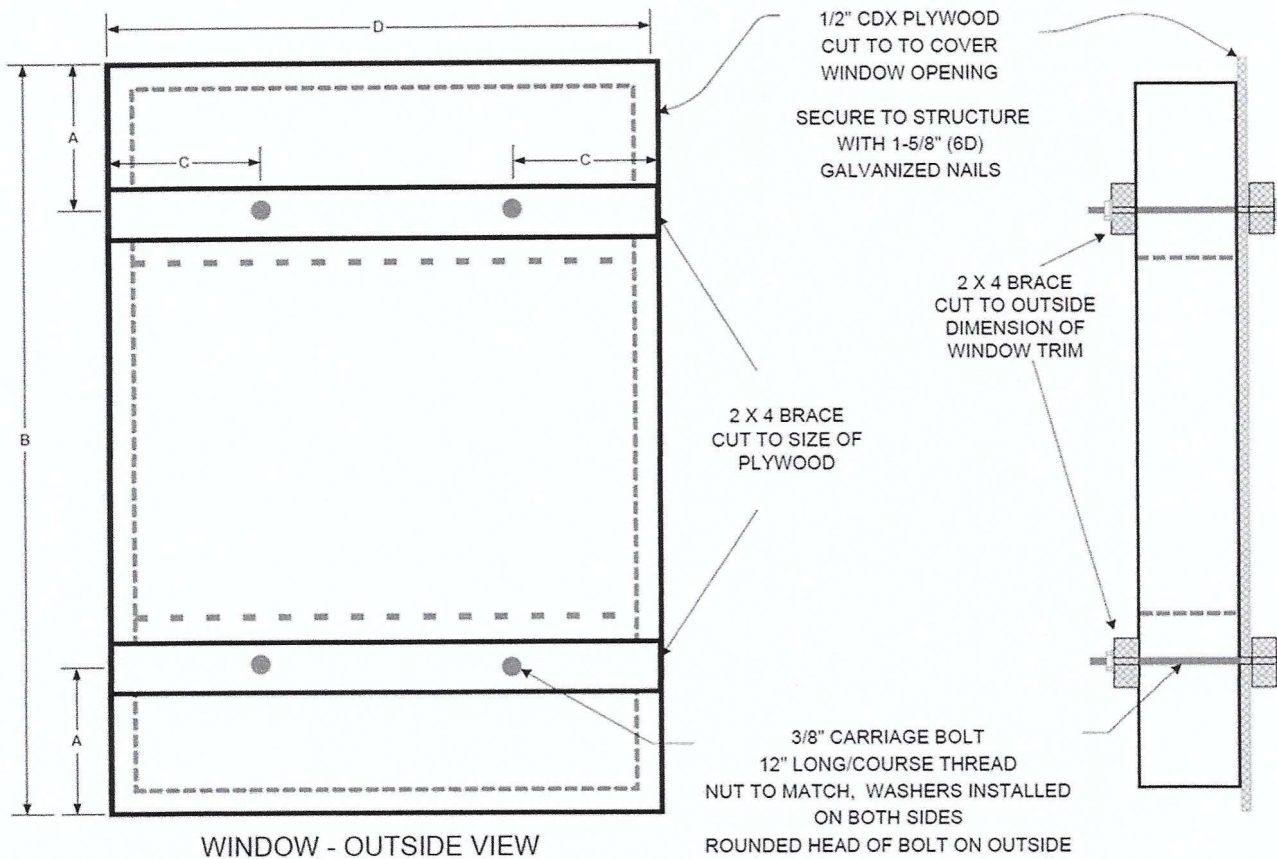
3. 3/8" (coarse thread) by 12" (or longer) carriage bolts (rounded head on weather side)
4. 3/8" (coarse thread) construction grade nuts
5. 1/2" (USS Standard) Flat washers with an inside diameter large enough to bypass the wrench neck inside the carriage bolt head so no lift edge is available beneath 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.

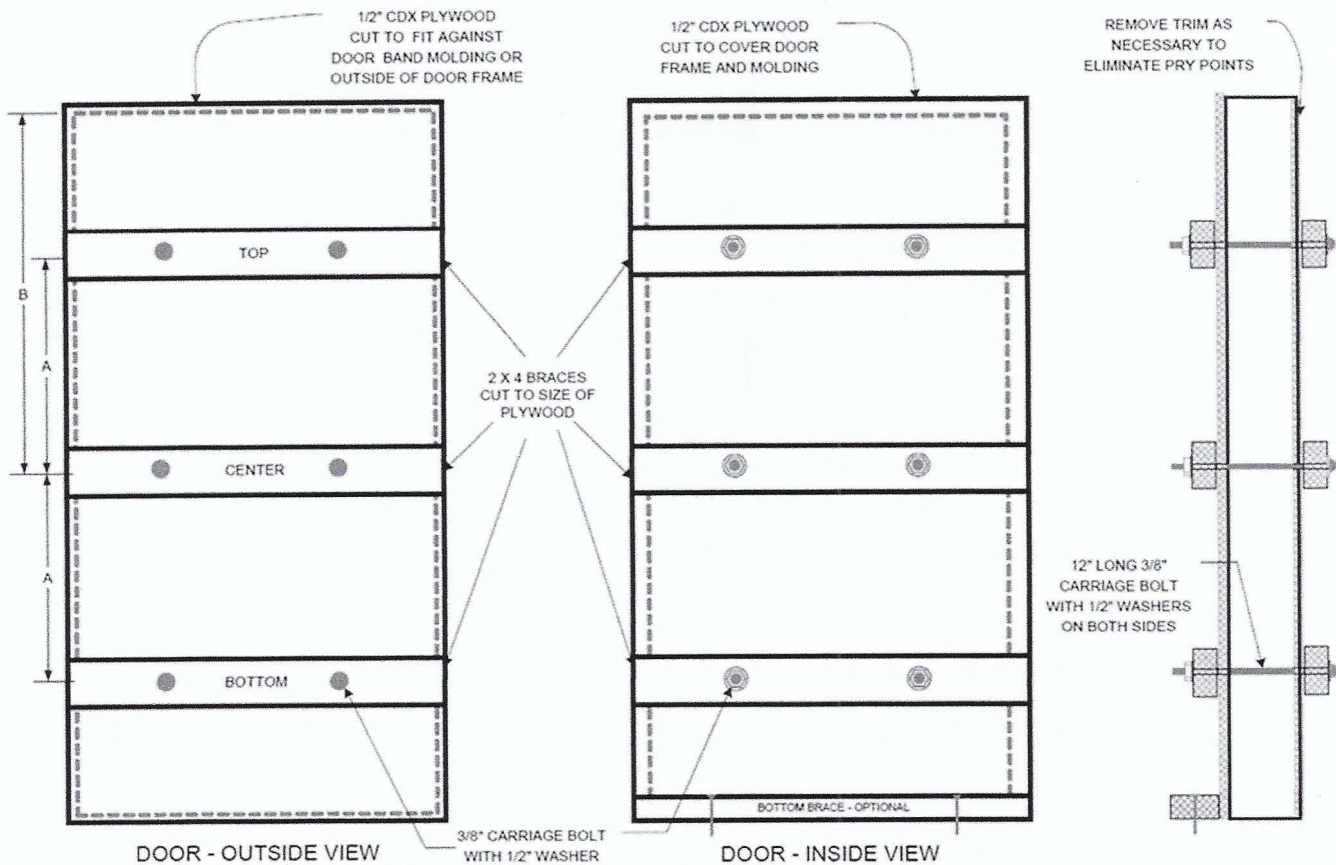
WINDOW BOARDING SPECIFICATION



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

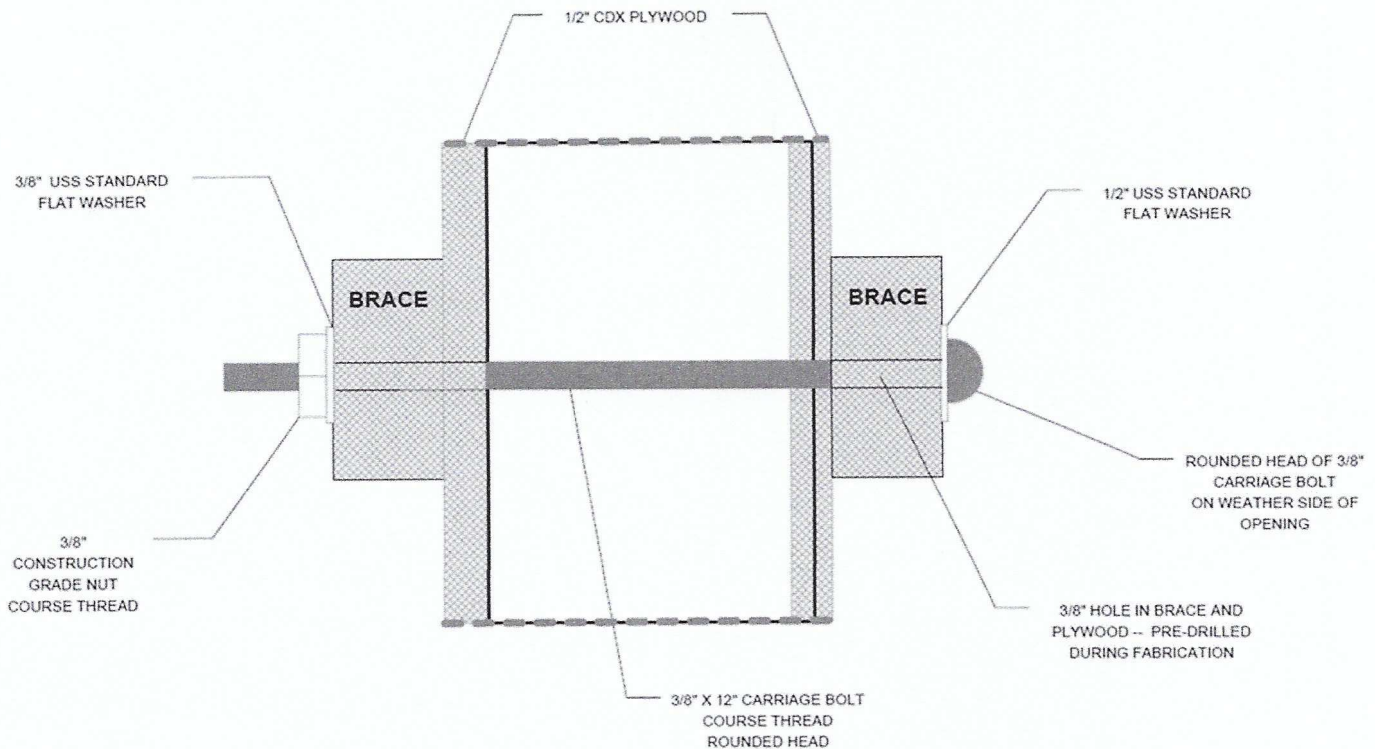


NOTES:

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.

WINDOW ASSEMBLY

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): ($N_w \times 4$) _____

DOOR ASSEMBLY

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): ($N_D \times 6$) _____

CARRIAGE BOLT ASSEMBLY

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_w + B_d) _____

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



REAL ESTATE CONSULTING & SERVICES, INC

RESPONSE TO:

CITY OF SANTA ANA: RFP 22-091

ON-CALL RIGHT OF WAY PROPERTY BOARD-UP SERVICES

Certification of Proposal:

"Real Estate Consulting & Services, Inc's intent is to perform the services and confirm that all elements of the RFP have been reviewed and understood".

Jeff Coss President of Real Estate Consulting & Services, Inc. has the legal authority to bind the company

Signed By:

Jeffery Coss

Company Name:

Real Estate Consulting and Services Inc.

Title:

president

Date:

8/29/22

18345 Pasadena Street, Lake Elsinore, CA 92530

Ph: 714-571-0175 Fax: 714-558-0404

www.consultnserve.com



REAL ESTATE CONSULTING & SERVICES, INC
CONTRACT AGREEMENT STATEMENT

CITY OF SANTA ANA: RFP 22-091
ON-CALL RIGHT OF WAY PROPERTY BOARD-UP SERVICES

Agreement Statement:

Real Estate Consulting & Services, Inc is in agreement with any and all provisions contained in the Agreement attached herein as Attachment 2 in the Appendix.

Jeff Coss

President

Real Estate Consulting & Services, Inc

Signature:

A handwritten signature in dark ink, appearing to be "Jeff Coss", is written over a solid horizontal line.

Date:

A handwritten date "8/29/22" in dark ink is written over a solid horizontal line.



Statement of Qualifications:

The team at REC&S has experience in site inspections, general maintenance, rehabilitation, and correcting deferred maintenance. REC&S currently has a team of full time field maintenance staff that regularly performs these services. Our staff is trained in regular and emergency on-call property maintenance services which include; landscape maintenance, repairs, general maintenance, painting, general carpentry, rehabilitation of office space and residential units, weed abatement, electrical, trash and debris removal, graffiti coverage, board up services, fence repairs, fence maintenance, plumbing, along with a wide variety of other maintenance services. We have performed these services for Riverside County (RCTC), Los Angeles Unified School District, Los Angeles World Airports, San Bernardino Associated Governments, the City of Santa Monica Housing Department, City of Laguna Niguel, City of Mission Viejo, City of Laguna Hills, Caltrans, San Diego County, City of Santa Ana, and the City of Bell.

Task Completion:

This process includes issuing a work order of the needed services for the individual party. REC&S office staff will dispatch a crew to the site to deliver the service. Staff takes pictures of the work site prior to starting work, and takes pictures upon completion of the work. Pictures are printed, work order incident report is created along with the invoice and all of this information is submitted to the client for approval and payment. All of our trucks, trailers and equipment are equipped with the necessary tools to complete the task at hand. REC&S has the capable in house staff. Employees all wear professional company attire and required PPE and our company vehicles and equipment display the company logo and contact info.

Emergency Services:

Since REC&S has qualified staff and the equipment previously listed, our in house staff can respond to any emergency within one hour during regular operating hours and within two hours outside of regular operating hours. We maintain a 24/7 call center 800 phone number that we utilize on all of our projects. We provide the 800 phone number to our clients so that they can call to request service. For example, we have provided general maintenance services as well as emergency services for the City of Bell, City of Santa Monica, Caltrans, City of Mission Viejo, City of Santa Ana, and City of Laguna Niguel. Our call center receives calls, records the call, and immediately dispatches the call information to our traveling emergency telephone. Our on call staff person responds to the call, by contacting the caller with an estimated time of arrival (eta). Our typical eta after the call is received is one hour or less. Our crews arrive on site with all of the necessary tools and supplies to complete any requested or unexpected service

Inspection Obligations:

The field service delivery team has been working for clients on different types of properties that require weekly, monthly or yearly inspections, securing of property and maintenance for issues reported. Our firm has performed these services for City of Long Beach, City of Bell, City of Laguna Niguel, City of Santa Ana, City of Santa Monica and City of Los Angeles. Our process for managing these situations include initially setting up the client owned properties in our work order system then issuing a work order that will be used for each property or location on a scheduled/requested basis. REC&S will dispatch an employee to the site with the work order. The property is inspected by taking pictures of the work order first, then needed pictures of the property, closing out the work order and moving to the next location as



needed. Our work order system will track all activity per property. REC&S will provide a report of all work orders issued and performed in the project area each month.

REC&S has its main office located at 18345 Pasadena St Lake Elsinore, CA and our maintenance yard is on-site. Additionally, REC&S has a small office at 1 Calle Frutas San Clemente, CA 92673 and a small storage facility for equipment and material in Mission Viejo.

Company Requirements

Company Name: Real Estate Consulting & Services, Inc.

Address: 18345 Pasadena St Lake Elsinore, CA 92530

Address 2: 1 Calle Frutas San Clemente, CA 92673

Phone: 714-571-0715

Real Estate Consulting & Services, Inc. (REC&S) was established in May of 2003 and also began providing "B" General Contracting Services in May 2003. As of right now REC&S does not have pending plans to sell or merge the company.

Comprehensive List of Services REC&S Provides:

- General Maintenance
- Building Inspection
- Playground Inspection and Maintenance
- Landscape
- Carpentry
- Weed Abatement
- Graffiti Removal
- Fencing
- Board Up/Securing of Property
- Electrical
- Plumbing
- Concrete and block
- Demolition

Company and Personnel Qualifications

Customer service is a high priority within REC&S's scope of services we provide to our clients. Building relationships and ensuring that we meet our client's needs and expectations has allowed REC&S the ability to maintain our client base and continue the relationships year over year.

18345 Pasadena Street, Lake Elsinore, CA 92530

Ph: 714-571-0175 Fax: 714-558-0404

www.consultnservice.com



References

1. City of Mission Viejo

Matt Lockwood

200 Civic Center Dr Mission Viejo

949-470-3070

mlockwood@cityofmissionviejo.org

Services Provided: General Maintenance Infrastructure contract and Electrical Contract

2. City of Bell

Javier Ochiqui

6330 Pine Ave Bell, CA

323-923-2633

jochiqui@cityofbell.org

Services Provided: Weed Abatement, graffiti removal, clean-up, maintenance, landscape services

3. City of Laguna Niguel

Bruce Lindeman

3333 Crown Valley Parkway Laguna Niguel, CA

949-362-4376

blindemann@cityoflagunaniguel.org

Services Provided: Park and Playground Inspection and Maintenance Services, General Maintenance

4. Caltrans

Vache Minasyan

(213) 897-1856

District 7 – Property Services

100 S. Main Street Los Angeles, CA 90012

vache.minasyan@dot.ca.gov

Services Provided: Residential remodel and maintenance



Communication Timeline

REC&S will provide the City's project manager and all applicable staff members with the primary project manager's direct cell along with our direct office line, and our traveling (800) phone line as a direct line of contact. As mentioned previously REC&S has a one hour response time for all normal business hour calls/requests and a two hour response time for any calls/requests that may come in after normal business hours.

Company License/Bond

REC&S is licensed in the state of California. Our Contractor's license number is 941934 EXP 2-28-23. Bonding company is Patriot Risk insurance 2415 Campus Dr Irvine Suite 200, CA 92612 Contact: Scott Salandi 949-486-7917

Ability to Perform

REC&S is fully equipped with the qualified staff and equipment needed to meet the City of Santa Ana's Board-Up Services needs. With our experience in board-ups and securing of properties, we have the capability and experience to handle the scope of services that are required. As mentioned before our trucks are fully equipped with all necessary tools and equipment to perform in an efficient and timely manner. Our field technicians have all been with REC&S for long periods of time and have the knowledge and experience to fully complete any general maintenance task at hand.

Business and Overtime Hours

REC&S considers regular business operating hours 5am - 5pm. We have a rotational staff that will work and take calls after normal operating hours and weekends.

Tools, Equipment, and Machinery

- Fully operable work trucks
- Flatbed
- Water Truck
- Dump Trailers
- Enclosed Trailers
- Open Trailers
- Bobcat
- Generators
- Power tools: saws, drills, etc



Organizational Chart





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/03/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Knutson Reeves Insurance Services 41856 Ivy Street, Suite 105 Murrieta, CA 92562 License #: 0E22572	CONTACT NAME: Shirley Parker		
	PHONE (A/C, No, Ext): (951)600-8100	FAX (A/C, No): (951)600-8013	
	E-MAIL ADDRESS: shirley@krpatriot.com		
INSURED Real Estate Consulting & Services, Inc. 18345 Pasadena Street, Lake Elsinore, CA 92530	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Mesa Underwriters Specialty Ins Co	36838	
	INSURER B: Topa Ins Co	18031	
	INSURER C: United WI Ins Co	29157	
	INSURER D: Westchester Surplus Lines Ins Co	10172	
	INSURER E: Ohio Security Ins Co	24074	
	INSURER F:		

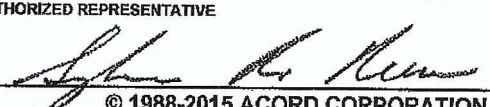
COVERAGES CERTIFICATE NUMBER: 10000161-2023689 REVISION NUMBER: 101

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	MP0082001004913	07/31/2022	07/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		XL00202006-04	07/31/2022	07/31/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC576-00008-022-SZ	01/05/2022	02/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability		G71800726003	04/10/2022	04/10/2023	General Aggregate 2,000,000
E	Inland Marine		BMO58465588	01/22/2022	01/22/2023	Leased/Rented Equip 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability Coverage is Primary & Non-Contributory. Blanket Additional Insured Endorsement and Blanket Waiver of Subrogation attached in regards to General Liability.
All Policies provide 30 days prior notice of Cancellation

CERTIFICATE HOLDER	CANCELLATION
Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (SRP)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

A person or organization that qualifies as an "insured" under the above paragraph of this Endorsement shall be an additional insured solely with respect to such additional insured's liability for "bodily injury," property damage" or "personal and advertising injury" caused in whole or in part by your acts or omissions in the performance of "your work" for the additional insured on or at "commercial construction projects."

For the purposes of this Endorsement, "commercial construction projects" are defined as buildings or structures constructed for commercial use and also includes apartments, hotels, homes for the aged, dormitories or barracks. However, "commercial construction projects" shall not include any building or structure which contains individual owner occupied units or dwellings.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT AGGREGATE LIMITS OF INSURANCE
(PER PROJECT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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 29th day of August, 2022, by Marina Coss, notary public, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]
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 Real Estate Consulting and Services Inc.
Signed and Printed Name: Jeffrey Loss
Title President
Date 8/29/22

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,

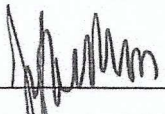
No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating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

Signed: _____

Title: _____

Firm: _____

Date: _____



president

Real Estate Consulting and Services Inc.

8/29/22

EXHIBIT C



FEE SCHEDULE

ON-CALL RIGHT OF WAY PROPERTY BOARD-UP SERVICES

RFP NO: 22-091

REGULAR HOURLY RATE

OVERTIME RATE

TECHNICIAN #1	\$92.00 PER HOUR	\$138.00 PER HOUR
HELPER RATE	\$92.00 PER HOUR	\$138.00 PER HOUR

- ALL MATERIALS PURCHASED WILL HAVE A 10% MARK UP BILLED TO THE CITY

METHOD AND MATERIALS:

- THE REQUIRED USFA NATIONAL ARSON PREVENTION INITIATIVE BOARD UP PROCEDURES WILL BE USED AS THE METHOD TO PERFORM THIS WORK
- MATERIALS
 - 1. 1/2-INCH (4 PLY) CDX PLYWOOD, EXTERIOR GRADE.
 - 2. BRACES — 2-BY-4BY 8 FEET OF CONSTRUCTION-GRADE LUMBER.
 - 3. 3/8-INCH (COARSE THREAD) BY 12-INCH LONG CARRIAGE BOLTS (ROUNDED HEAD ON WEATHER SIDE).
 - 4. 3/8-INCH (COARSE THREAD) CONSTRUCTION GRADE NUTS.
 - 5. 1/2-INCH (USS STANDARD) FLAT WASHERS WITH AN INSIDE DIAMETER LARGE ENOUGH TO BYPASS THE WRENCH NECK INSIDE THE CARRIAGE BOLT HEAD SO THAT NO LIFT EDGE IS AVAILABLE BENEATH AN INSTALLED CARRIAGE BOLT HEAD.
 - 6. 3/8-INCH (USS STANDARD) DIAMETER FLAT WASHERS FOR INSTALLATION BENEATH THE NUT INSIDE THE BUILDING.
 - 7. 1 5/8-INCHES (6D) GALVANIZED OR STAINLESS STEELRING-SHANK NAILS OR COMPARIBLE DECK NAILS.