CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
BARR & CLARK, INC.

THIS AGREEMENT is made and entered into this 1st day of March, 2016 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and BARR & CLARK, INC., a California corporation ("Consultant").

W I T N E S S E T H :

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

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

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Quotes ("RFQ"), attached hereto as Exhibit "A," and Consultant's Response to City's RFQ ("Consultant's Quote") attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City's Chief Executive Officer ("City CEO") or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
(b) Require Consultant to repeat the work at no additional fee until it is

satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Consultant's total compensation shall not exceed Five Thousand Dollars ($5,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with industry best practices and standard operating procedures. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months, ending on February 28, 2017, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Upon expiration of the initial Term, this Agreement may be renewed for a maximum of four additional one-year terms, upon mutual agreement of both parties in writing. The City is not obligated to give a reason or notice if it elects not to renew the Term.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

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

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with

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(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

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5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with

the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "D" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City CEO or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who

shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
BARR & CLARK, INC.	City of Costa Mesa
12684 Hoover Street	77 Fair Drive
Garden Grove, CA 92841	Costa Mesa, CA 92626
Tel: (714) 894-5700	Tel: (714) 754-4870
Fax: (714) 894-5702	Fax: (714) 754-4913
Email: matt@barrandclark.com	Email: jacquie.reeves@costamesaca.gov
Attn: Matt Crochet	Attn: Jacqueline Y. Reeves

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "E" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant

hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby

agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

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

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

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct

the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signature blocks begin on next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

REDACTED

Chief Executive Officer

Date: 2/22/16

CONSULTANT

REDACTED

Signature

Date: 2-1-16

Matt Crochet - President

Name and Title

REDACTED

Social Security or Taxpayer ID Number

ATTEST:

REDACTED

City Clerk

[Signature blocks continue on next page.]

APPROVED AS TO FORM:

REDACTED

City Attorney

Date: 02/22/16

APPROVED AS TO INSURANCE:

REDACTED

Risk Management

Date: 2-8-2016

APPROVED AS TO CONTENT:

REDACTED

Project Manager

Date: 2-4-2016

DEPARTMENT HEAD APPROVAL

REDACTED

Development Services Director

Date: 2-4-16

REDACTED

Interim Finance Director

Date: 2.18.16

EXHIBIT A

REQUEST FOR QUOTES

FAST TRACK

CITY OF COSTA MESA

77 FAIR DRIVE, P.O. BOX 1200, COSTA MESA, CA 92628-1200

REDEVELOPMENT DEPARTMENT
HOUSING AND COMMUNITY DEVELOPMENT

REQUEST FOR QUOTES

FOR

Lead Base Paint (LBP) Testing and Abatement

STATEMENT OF WORK

- ☐ The Consultant will provide lead-based paint testing services on an as needed basis in accordance with HUD/EPA/OSHA/CAL OSHA guidelines for Evaluation and Control of Lead Based Paint Hazards in Housing. In addition, the guidelines in 24 CFR 35.86, 40 CFR 7435.103, 29 CFR 1926.62 and Title 8, 1532.1 must be adhered to.
- ☐ Consultant must have **10+ years of experience as an Inspector**
- ☐ All Lead-Based Paint Inspection Services must be performed by highly qualified, experienced California Department of Health Services Certified Lead Inspector / Risk Assessors
- ☐ Lead Based Paint Inspections must be conducted utilizing state-of-the-art-practices, equipment, and techniques in accordance with all current regulatory standards
- ☐ The Consultant must be in possession of inspection equipment that meet testing regulatory requirements
- ☐ Document in a written report systematic classification for each test result and relate those with specific testing locations. Summarize results for easy interpretation and recommendation regarding any lead laden surfaces.
- ☐ Be responsible for telephone, vehicle, insurance and other costs associated with inspection services.
- ☐ Furnish sufficient organization, personnel (i.e. back-up inspectors) and management staff with the necessary skills and judgment to perform all the duties and responsibilities normally associated with the inspection function.
- ☐ Ensure that inspection schedule is **not interrupted** for any reason once scheduled.
- ☐ The homes to be inspected consist of Single-family and/or mobile home residences located in Costa Mesa
- ☐ Laboratories analyzing environmental samples of lead in paint film, dust, and soil must be recognized by EPA under the National Lead Laboratory Accreditation Program (NLLAP).

SCOPE OF SERVICES

LBP Inspection/Risk Assessment

☐ The Consultant will be responsible for scheduling all inspections in accordance with industry best practices and standard operating procedures. The vendor will be responsible for telephone, vehicle, insurance and any other costs associated with inspection services.

☐ Perform Limited LBP inspection of the accessible interior or exterior areas of the residence. The City of Costa Mesa shall specify interior or exterior inspection.

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

☐ Obtain the XRF Performance Characteristic Sheet (PCS) for the X-Ray Fluorescence (XRF) lead paint analyzer to be used in the inspection. It will specify the ranges where XRF results are positive, negative or inconclusive, the calibration check tolerances, and other important information. Only devices with a posted PCS may be used for lead paint inspections.

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

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

PROJECT DESIGNS / ABATEMENT PLANS

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

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

PROJECT MONITOR

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

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

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

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

☐ Consultant will monitor hazardous waste storage areas

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

CLEARANCE INSPECTION

☐ Lead-Based Paint Clearance Inspections take place at the completion of all lead-related work. Clearance Inspections ensure that the lead abatement work was completed per the scope of work and that proper cleanup/disposal methods were followed.
☐ After visually assessing the abatement work, dust and/or soil samples will be taken in appropriate areas to verify the cleaning process.
☐ The Lead Clearance Inspection will be performed CDPH Certified Lead Project Monitors and/or CDPH Certified Lead Inspector / Risk Assessors.

☐ No inspections may be completed on City observed holidays.

COMPANY/FIRM INFORMATION

☐ Furnish a brief history of your company including how long you have been in business and experience performing Lead Base Paint inspections.
☐ Provide resume(s) for person(s) that will perform the inspection.

TIMETABLE

The City has an immediate need to for a qualified Lead base Paint Inspector.

How soon would your firm be able to start? _____

COST PROPOSAL

Cost Proposal must be outlined on a **separate sheet** pricing for LBP Inspection Report, Monitoring and Clearance.

FEES

PER ITEM COST	**Hourly Rate**	**Daily Rate**	
LBP Inspection and Report (Exterior Only) Include One Soil Sample	_____	_____	(One to Two Houses)
LBP Inspection and Report (Exterior Only) (Include One Soil Sample	_____	_____	(Three or More Houses)
LBP Inspection and Report (Interior Only) Include two dust wipe samples)	_____	_____	(One to Two Houses)
LBP Inspection and Report Interior Only) (Include two dust wipe samples	_____	_____	(Three or More Houses)
LBP Monitoring	_____	_____	
LBP Clearance – per site visit	_____	_____	
LBP Clearance – Sample (Soil or dust wipes)	_____	_____	

The above cost must be *all-inclusive* of expenses incurred by the Inspector.

LICENSES AND CERTIFICATIONS

All consultants must supply proof of certification plus reflect on a resume at least 10 years of experience for individuals conducting HQS inspections for a public agency.

All QUOTES DUE BY FRIDAY, October 23, 2015 @ 5 p.m. and shall be submitted to Jacqueline Y. Reeves via email: jacquie.reeves@costamesaca.gov.

If you have additional questions, please contact Jacqueline Y. Reeves via email or phone number 714-754-4870.

Dated: _____

_____ _____

Firm's Name (Person, Firm, Corp.) Signature of Authorized Representative

EXHIBIT B

CONSULTANT'S PROPOSAL

BARR & CLARK
Independent Environmental Testing
Asbestos • Lead • Mold • Phase I

Proposal for Lead-Based Paint Testing Services

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

Proposing Firm:
Barr & Clark, Inc.
12684 Hoover Street
Garden Grove, CA 92841
Phone: (714) 894-5700
Fax: (714) 894-5702
Contact Person: Matt Crochet
October 23, 2015

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Statement of Qualifications

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

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

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

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

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

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

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

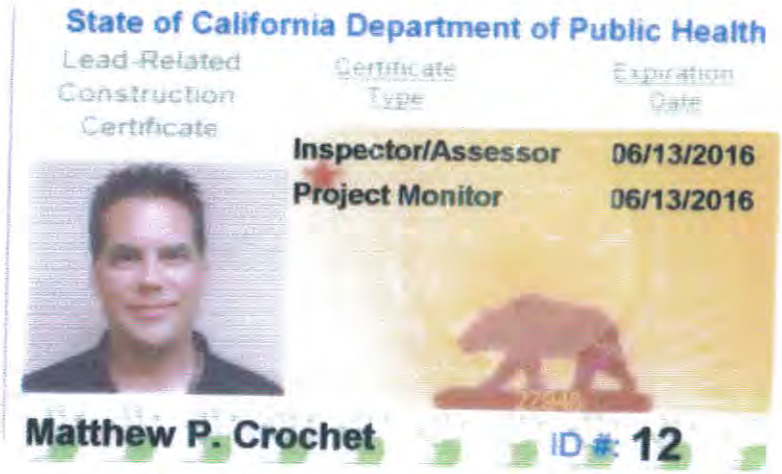
Resumes & Certifications for Key Personnel:

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

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

Certifications include:

- ***State of California Certified Lead Inspector/Risk Assessor (I 12) – 12th in California!***
- ***State of California Certified Lead Abatement Project Monitor (M 12) – 12th in California!***
- ***DOSH Certified Asbestos Consultant (CAC #14-5176)***
- ***EPA Renovator Certification R-I-18317-10-1857***
- ***Healthy Homes Rating System Certificate of Completion***
- ***Current Asbestos Refresher Courses Including: Asbestos Building Inspector, Contractor/Supervisor, Project Designer, & Management Planner***
- ***RMD/Protec LPA-1 XRF Training & Radiation Safety Training Certificate***



State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant

Matthew P Crochet
Name

Certification No. **14-5176**

Expires on **03/12/16**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code

The National Healthy Homes Training Center
National Center for Healthy Housing
10320 Little Patuxent Parkway * Suite 500 * Columbia, Maryland 21044

This certificate is awarded to

Matt Crochet

for successfully completing the

Healthy Homes Rating System Course

City of San Diego Environmental Services Department

May 30-31, 2012 Los Angeles, California

National Center for Healthy Housing

Susan Aceti

Susan Aceti, Program Manager
National Center for Healthy Housing

Certificate of Achievement

This is to certify that

Matt Crochet

Barr & Clark

on the 28th day of January, 2000 successfully completed the factory training for

Protec Instrument Corporation XRF Lead Paint Inspection System

Including, but not limited to, the topics of Radiation Safety, DOH Regulations, Haz-Mat Security Awareness and the Proper Use of the Instrument.

Paul A. Delmonico, Sales Manager
Protec Instrument Corporation
88 Edge Hill Road, Waltham, Massachusetts

Keith Piner – Senior Project Director, Lead & Asbestos Operations

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

- ***State of California Certified Lead Inspector/Risk Assessor (I 14441)***
- ***DOSH Certified Asbestos Consultant (CAC #01-4021)***
- ***RMD LPA-1 Lead Paint Inspection System (XRF) Training & Radiation Safety Training Certificate***
- ***Current Asbestos Refresher Courses Including: Asbestos Building Inspector, Contractor/Supervisor, Project Designer, & Management Planner***
- ***NIOSH 582 Training (Certificate # 130150LA-04)***

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant

Keith A Piner
Name

Certification No. **01-4021**

Expires on **11/16/15**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

Certificate of Achievement

This is to certify that

Keith Piner
Barr & Clark

on the 16th day of July 2004 successfully completed the factory training for

RMD's LPA-1 Lead Paint Inspection System

including, but not limited to, the topics of Radiation Safety and the Proper Use of the Instrument.

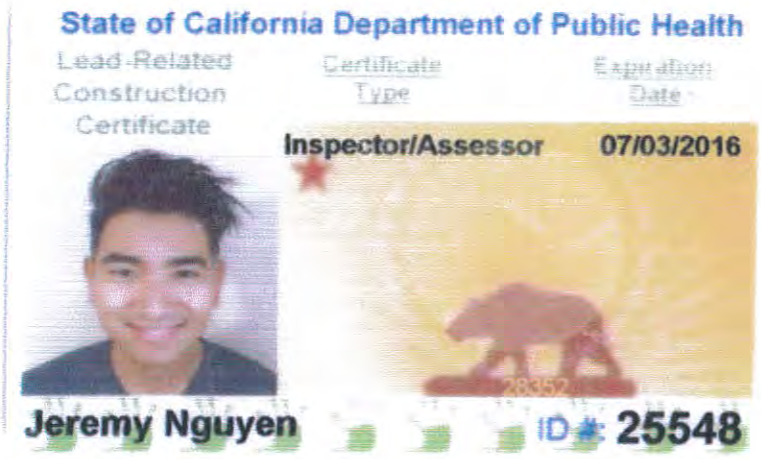
Jacob Paster, Vice President, RMD
44 Hunt St., Watertown, Massachusetts

Jeremy Nguyen – Project Director, Lead Operations

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

Certifications include:

- ***State of California Certified Lead Inspector/Risk Assessor (I 25548)***
- ***State of California Certified Sampling Technician (I 25548)***
- ***Dynasil Products (RMD) LPA-1 XRF Training & Radiation Safety Training Certificate***



Statement of Understanding the Scope of Work

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

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

Barr & Clark utilizes state-of-the-art-practices, equipment, and techniques in accordance with all regulatory standards while performing LBP inspections. The method employed for LBP testing is X-ray fluorescence (XRF) using a Radiation Monitoring Device Lead Paint Analyzer (RMD LPA-1). It is a *non-destructive, non-evasive* means of testing. Soil and dust samples collected are analyzed for lead content by an approved laboratory which is accredited by the American Industrial Association (AIHA), the National Institute for Standards and Technology (NVLAP), NLLAP, and the California Department of Health Services (ELAP).

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

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

Type of XRF: Radiation Monitoring Devices, Inc. - **RMD LPA-1** ***(currently own 4 XRF's).***

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

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

Laboratory Address and Contact Information:
Laboratory: *LA Testing*
11652 Knott Street, Unit F5, Garden Grove, CA 92841
Phone 714-828-4999 Fax 714-828-4844
Laboratory Manager – Michael DeCavallas
Dust Wipe Analysis Protocol: *EPA 3050B/7000A*
Dust Wipe Media: *Lead-Wipes ASTM E1792*
Accreditation Program Number: *DOSH ELAP No. 1406*

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

References

Community Development Commission of the County of Los Angeles – Block Grant Division

- Type of Projects: Lead Inspections, Asbestos Inspections, Design of Abatement Specifications, Risk Assessments, and Clearance Testing for single family residences, mutli-family, and commercial structures.
- Project Name/Location: Thousands of projects throughout the greater Los Angeles area.
- Contact: Gabrielle Williams –Housing Rehabilitation Loan Programs (626) 586-1832 gabrielle.williams@lacdc.org
- Address: 700 W. Main Street, Alhambra, CA 91801
- Date started/completed: Have completed thousands of projects from 1998 to present. Currently under contract for lead and asbestos consulting services.
- Name of Regulatory Oversight Agencies: HUD, SCAQMD, EPA, CDPH/DHS, CDC, and CAL-OSHA.
- Description: Services include lead inspections, asbestos inspections, risk assessments, abatement specifications, monitoring, and clearance testing. All services comply with EPA and HUD guidelines. Barr & Clark is currently under contract to perform lead and asbestos-related services for CDC's Single Family Grant Program, Housing Rehabilitation Loan Programs, and Home Ownership/Home Buyer Program.

City of Los Angeles – Housing Department (LAHD)

- Type of Projects: Lead Inspections, Asbestos Inspections, Design of Abatement Specifications, Risk Assessments, and Clearance Testing for single family residences and multifamily housing properties.
- Project Name/Location: Thousands of projects throughout the greater Los Angeles area.
- Contact: Ruth Rodrigues - Rehab Construction Specialist I (213) 808-8678 ruth.rodrigues@lacity.org
- Address: 1200 W. 7th Street, 8th Floor Los Angeles, CA 90017
- Date started/completed: Have completed thousands of projects from 1994 to present. Currently under contract for lead and asbestos consulting services.

- Name of Regulatory Oversight Agencies: LAHD, SCAQMD, Office of Historic Preservation, CDC, EPA, CDPH/DHS, HUD, and CAL-OSHA.
- Description: Services include lead inspections, asbestos inspections, risk assessments, abatement specifications, monitoring, and clearance testing. All services comply with California, EPA, and HUD guidelines. Barr & Clark is currently under contract to perform lead and asbestos-related services for the Los Angeles Housing Department NPP Programs as well as the Handyworker Program.

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

- Type of Projects: Lead Inspections, Asbestos Inspections, Design of Abatement Specifications, Risk Assessments, and Clearance Testing for single family residences, multifamily housing properties, and commercial structures.
- Project Name/Location: Various projects throughout the City of Pomona.
- Contact: Roger Rocha - Rehab Construction Specialist (909) 518-2688 Roger_Rocha@ci.pomona.ca.us
- Address: 505 S. Garey Avenue, Pomona, CA 91766
- Date started/completed: Have completed numerous projects from 2013 to present. Currently under contract for lead-based paint and asbestos consulting services.
- Name of Regulatory Oversight Agencies: HUD, EPA, SCAQMD, CDPH/DHS, CDC, and CAL-OSHA.
- Description: Services include lead inspections, asbestos inspections, risk assessments, abatement specifications, monitoring, and clearance testing. All services comply with California, EPA, and HUD guidelines. Barr & Clark is currently under contract to perform lead-based paint and asbestos related services for the City of Pomona.

City of Norwalk – Housing and Community Development

- Type of Projects: Lead Inspections, Asbestos Inspections, Design of Abatement Specifications, Risk Assessments, and Clearance Testing for single family residences, multifamily housing properties, and commercial structures.
- Project Name/Location: Various projects throughout the City of Norwalk.
- Contact: Jesus Sanchez (562) 929-5954 jsanchez@ci.norwalk.ca.us
- Address: 12700 Norwalk Blvd., Norwalk, CA 90650
- Date started/completed: Have completed numerous projects from 1999 to present. Currently under contract for lead-based paint and asbestos consulting services.
- Name of Regulatory Oversight Agencies: HUD, EPA, SCAQMD, CDPH/DHS, CDC, and CAL-OSHA.
- Description: Services include lead inspections, asbestos inspections, risk assessments, abatement specifications, monitoring, and clearance testing. All services comply with California, EPA, and HUD guidelines. Barr & Clark is currently under contract to perform lead-based paint and asbestos related services for the City of Norwalk.

City of Buena Park – Economic Development Department

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

Additional References:

Courtney Durham (213) 808-8833
City of Los Angeles – Housing Department
1200 W. 7th Street, 8th Floor
Los Angeles, CA 90017

John Okura (949) 263-8676
Jamboree Housing Corporation
17701 Cowan Ave., Suite 200
Irvine, CA 92614

Melinda Goodbary (310) 323-4663 Ext.216
Habitat for Humanity of Greater Los Angeles
8739 Artesia Blvd
Bellflower, CA 90706

Dane Andros (213) 247-9593
Los Angeles Neighborhood Housing Services
3926 Wilshire Boulevard, Suite 200
Los Angeles, California 90010

Thomas Borland (213) 615-6401
US Bank
633 W. Fifth St., 29th Floor
Los Angeles, CA 90071

Mika Takayasu (714) 548-3493
City of Westminster – Housing and Community Development
8200 Westminster Boulevard
Westminster, CA 92683

Additional references are available upon request.

Insurance Coverage

Liability Insurance Company:	*American Safety Indemnity Company*
Coverage:	Commercial General Liability
	Professional Liability
	Automobile Liability
	$ 2,000,000.00 each occurrence
	$ 2,000,000.00 aggregate
Expiration Date:	March 9, 2017
	$2,000,000.00 Claims Made Basis
Worker's Compensation:	*State Fund Compensation Insurance*
Expiration Date:	July 1, 2016

Standard Fee Schedule

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

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

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

- ***Combination Lead-Based Paint Inspection and Risk Assessment (including visual assessment and cost effective treatments)*** - The inspection will be patterned after 24 CFR 35.930 (d) ***(Title X),*** California Title 17 Regulations, and the relevant chapters of the current version of the HUD Guidelines. Paint testing will be performed using ***XRF*** methodology. All laboratory samples *(dust and soil samples)* will be analyzed for lead content by LA Testing which is accredited by the AIHA, NVLAP and the California Department of Health Services (ELAP).
  - ***Limited LBP Inspection & Report (Exterior Only) – 1 or 2 SFR's (includes 1 soil sample)*** ***$ 195.00/SFR***
  - ***Limited LBP Inspection & Report (Exterior Only) – 3 or More SFR's (includes 1 soil sample)*** ***$ 190.00/SFR***
  - ***Limited LBP Inspection & Report (Interior Only) – 1 or 2 SFR's (includes 2 dust samples)*** ***$ 195.00/SFR***
  - ***Limited LBP Inspection & Report (Interior Only) – 3 or More SFR's (includes 2 dust samples)*** ***$ 190.00/SFR***
  - ***Full LBP Inspection/Risk Assessment (Interior & Exterior)– 1 or 2 SFR's (includes 2 dust samples and 1 soil sample; additional samples $15.00 each if requested))*** ***$325.00/SFR***
  - ***Full LBP Inspection/Risk Assessment (Interior & Exterior)– 3+ SFR's (includes 2 dust samples and 1 soil sample; additional samples $15.00 each if requested))*** ***$315.00/SFR***
- ***LBP Project Designs / Abatement Specifications*** – Prepare LBP Abatement Specifications based on previous LBP Inspection Report prepared by Barr & Clark.
  - ***LBP Abatement Specification*** ***$ 175.00/SFR***
- ***LBP Monitoring*** – Monitoring of LBP Abatement work performed by a certified lead-based paint abatement contractor.
  - ***LBP Monitoring*** ***$ 75.00/hour (4 hour minimum)***
  - ***LBP Monitoring*** ***$ 550.00/day***

- ***LBP Clearance*** – Conduct a lead clearance inspection and issue abatement certification in compliance with 24 CFR 35.930 (d) ***(Title X)*** and the relevant chapters of the current version of the HUD Guidelines.
  - ***LBP Clearance Inspection - Per job site visit*** ***$ 175.00***
  - ***Laboratory samples for dust wipe or soil*** ***$ 15.00 each***

Timetable

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

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

Sincerely,

REDACTED

Matt Crochet
President

FEES

NOTE: Hourly and daily rates do not apply to LBP Inspections or LBP Clearances (see details on pages 15-16 above). However, hourly and daily rates do apply for LBP Monitoring services (see pricing below).

PER ITEM COST

LBP Inspection and Report (Exterior Only)
Include One Soil Sample $ 195.00/SFR (One to Two Houses)

LBP Inspection and Report (Exterior Only)
Include One Soil Sample $ 190.00/SFR (Three or More Houses)

LBP Inspection and Report (Interior Only)
Include two dust wipe samples $ 195.00/SFR (One to Two Houses)

LBP Inspection and Report (Interior Only)
Include two dust wipe samples $ 190.00/SFR (Three or More Houses)

Full LBP Inspection/Risk Assessment (Interior & Exterior)
Includes 2 dust wipes and 1 soil sample $ 325.00/SFR (One to Two Houses)

Full LBP Inspection/Risk Assessment (Interior & Exterior)
Includes 2 dust wipes and 1 soil sample $ 315.00/SFR (3 + Houses)

LBP Project Designs / Abatement Specifications $ 175.00/SFR

LBP Monitoring $ 75.00/Hour or $ 550.00/Day

LBP Clearance – per site visit $ 175.00

LBP Clearance Samples (Soil or dust wipes) $ 15.00/sample

Dated: 10-23-15

REDACTED

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

Signature of Authorized Representative

EXHIBIT C

FEE SCHEDULE

FEES

HOWEVER, HOURLY AND DAILY RATES DO APPLY FOR LBP MONITORING SERVICES (SEE PRICING BELOW.)

NOTE: Hourly and daily rates do not apply to LBP inspections of LBP Clearance.

DESCRIPTION	QUANTITY	HRLY Rate	FLAT RATE
LBP Inspection and Report (Exterior Only) Include On Soil Sample	(One to Two houses)		$195.00/ SFR
LBP Inspection (Exterior Only) Include One Soil Sample	(Three or more houses)		$190.00/ SFR
LBP Inspection Report (Interior) Include two dust wipe samples	(One to two houses)		$195.00/ SFR
LBP Inspection and Report (Interior Only) Include two dust wipe samples	(Three or more houses)		$190.00/ SFR
Full LBP Inspection/ Risk Assessment (Interior & Exterior) Include 2 dust wipe and 1 soil sample	(One to two houses)		$325.00/ SFR
Full LBP Inspection/ Risk Assessment (Interior & Exterior) Include 2 dust wipe and 1 soil sample	(3+ Houses)		$315.00.00/ SFR
LBP Project Designs/ Abatement Specifications			$175.00/ SFR
LBP Monitoring		$75.00	$555.00/ DAY
LBP Clearance—per site visit			$175.00
LBP Clearance Samples (Soil or dust wipes)			$15.00/ SAMPLE

REDACTED

Signature of Authorized Representative

Matt Crochet

Printed Name

President

Title

2-1-16

Date