

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
COLUMBIA TELECOMMUNICATIONS CORPORATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 18th day of May, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and COLUMBIA TELECOMMUNICATIONS CORPORATION, a Maryland corporation ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide services relating to radio frequency engineering and reviewing wireless facility siting applications, 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 Scope of Work, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference, as requested by City.

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 Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. 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 B. Consultant's annual compensation shall not exceed Fifty Thousand Dollars (\$50,000.00).

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 Manager or designee, 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 from the Effective Date until three (3) years after termination of this Agreement.

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

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Consultant shall process site-specific wireless facility applications within five (5) days of Consultant's receipt of the application materials (excluding holidays and time spent waiting for an applicant to respond to a request for information). City's Project Manager, in his/her sole discretion, may grant Consultant additional time to complete Consultant's review of an application. 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 five (5) years, ending on May 17, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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 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.

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

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 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, and (b) 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:

Columbia Telecommunications Corporation  
10613 Concord Street  
Kensington, MD 20895  
Tel: (301) 933-1488  
Attn: Joanne S. Hovis

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5023  
Attn: Willa Bouwens-Killeen

Courtesy copy to:

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

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

6.21. 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.

6.22. 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.

6.23. 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.

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

6.25. 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.

6.26. 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.

6.27. Counterparts and Electronic Signatures. 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. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.28. 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.

[Signatures appear on following 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.

**CONSULTANT**

Joanne S. Hovis  
Signature

Date: May 19, 2020

Joanne S. Hovis, President  
[Name and Title]

[REDACTED]  
Social Security or Taxpayer ID Number

**CITY OF COSTA MESA**

Lori Ann Farrell Harrison  
Lori Ann Farrell Harrison  
City Manager

Date: 5/31/20

**ATTEST:**

Brenda Green 6/4/2020  
Brenda Green  
City Clerk



**APPROVED AS TO FORM:**

Kimberly Hall Barlow  
Kimberly Hall Barlow  
City Attorney

Date: 6/4/2020

**APPROVED AS TO INSURANCE:**

Hanni Acosta for Ruth Wang  
Ruth Wang  
Risk Management

Date: 5/21/20

APPROVED AS TO CONTENT:

Rene Maus for Willa B.  
Willa Bouwens-Killeen  
Project Manager

Date: 5/21/20

DEPARTMENTAL APPROVAL:

Rene Maus for Barry C.  
Barry Curtis  
Economic and Development Services  
Director

Date: 5/21/20

APPROVED AS TO PURCHASING:

Carol Molina for  
Carol Molina  
Budget and Purchasing Manager

Date: 5/21/2020

## **EXHIBIT A**

### **SCOPE OF WORK**

- Processing site-specific wireless facility applications including, but not limited to: review of initial application; issuance of incomplete letter if needed; review(s) of subsequent materials; review of pre-installation RF emissions report; and any other reviews as determined to be necessary in compliance with local, State, and Federal requirements and timelines; to allow preparation of the application for approval by the Planning Division.
- Review of pre-installation and post-installation RF emissions reports to confirm compliance with local, State, and Federal requirements
- Must have adequate staff of sufficient qualifications to process City wireless applications within 5 calendar days and the time frame required by local, state, and federal law:
  - Must either have on staff or readily accessible a licensed electrical engineer with the minimum degree(s) and certifications to completely and accurately review RF emissions reports for compliance with local, state, and federal requirements
  - Additional time requests must be made in writing by the consultant to the project manager.

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**



**VENDOR APPLICATION FORM  
FOR  
RFP for RADIO FREQUENCY**

TYPE OF APPLICANT:  NEW  CURRENT VENDOR

Legal Contractual Name of Corporation: Columbia Telecommunications Corporation

Contact Person for Agreement: Joanne S. Hovis

Corporate Mailing Address: 10613 Concord Street

City, State and Zip Code: Kensington, MD 20895

E-Mail Address: info@ctcnet.us

Phone: 301-933-1488

Fax: 301-933-3340

Contact Person for Proposals: Marc Schulhof

Title: Senior Analyst & Technical Writer

E-Mail Address: mschulhof@ctcnet.us

Business Telephone: 301-933-1488

Business Fax: 301-933-3340

Is your business: (check one)

NON PROFIT CORPORATION  FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION  LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL  SOLE PROPRIETORSHIP

PARTNERSHIP  UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

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

Names	Title	Phone
Joanne S. Hovis	President	301-933-1488
Andrew Afflerbach, Ph.D., P.E.	CEO/CTO	301-933-1488

Federal Tax Identification Number: 52-1442373

City of Costa Mesa Business License Number: None

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

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



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# ctc technology & energy

engineering & business consulting

## 1 Cover Letter

April 28, 2020

Jackqueline Nguyen  
RFP Administrator/Buyer  
City of Costa Mesa – Finance Department  
[Jackqueline.Nguyen@costamesaca.gov](mailto:Jackqueline.Nguyen@costamesaca.gov)

*Re: Radio frequency proposal to the City of Costa Mesa*

Dear Jackqueline:

CTC Technology & Energy (CTC) is pleased to provide this proposal to support the City with expertise in radio frequency (RF) engineering and reviewing wireless facility siting applications. CTC's team will bring its engineering, regulatory, and industry expertise to bear on the City's wireless facility siting application and review process.

### **CTC's Qualifications**

CTC Technology & Energy has 37 years of experience assisting local and state governments with their telecommunications engineering design and analysis needs, including significant work in the areas of wireless communications technologies, radio frequency (RF) engineering analysis, and wireless antenna siting.

All CTC services to the City will be performed under the direction of a **Professional Engineer (P.E.) licensed in California**, overseen by a local Project Manager, and with an **electrical engineer (licensed as a P.E.)** readily accessible to completely and accurately review RF emissions reports.

Our wireless engineers have decades of collective experience both with wireless technologies and issues related to utility pole attachments and rights-of-way. We have staff who formerly worked for the Federal Communications Commission and wireless carriers, as well as staff who have developed and implemented wireless review and permitting processes. **This level of professional involvement serves as an indication to both the industry and the public that the City is approaching the challenges at hand with the appropriate level of analytical rigor.**

In addition to our work on behalf of public sector clients—for which we have reviewed thousands of wireless facility siting applications—CTC's engineers have submitted technical guidance to the FCC on various proceedings related to rights-of-way issues and other telecommunications facilities siting matters.

We have developed and continuously improve processes that enable us to comply with shot clock requirements and scale up capacity to handle increases in application loads. These include our

**Columbia Telecommunications Corporation**

10613 Concord Street • Kensington, MD 20895 • Tel: 301-933-1488 • Fax: 301-933-3340 • [www.ctcnet.us](http://www.ctcnet.us)

electronic portal; comprehensive application forms customized to each community for new and collocated sites and modifications; and a transparent process that enables (depending on the client's preferences) a view of each application's status to the City, the applicants, and the public.

We have reviewed wireless facility siting applications for more than a dozen cities in California, including **Palo Alto, Napa, Sonoma, Arcadia, Dublin, Fremont, Hillsborough, Monterey, Palos Verdes Estates, Piedmont, Rancho Palos Verdes, and Rolling Hills**. We manage the review processes and review hundreds of applications annually for other public sector clients.

#### **Method of Approach**

To establish a baseline understanding of the City's requirements, we will conduct a detailed review of the City's existing ordinances, zoning requirements, wireless facility siting guidelines, permitting processes, workflows, applications, and other relevant guidelines and documentation.

Through this review, we will develop a full understanding of the City's current state and identify any gaps or potential process improvements to meet the City's administrative needs, enable a clear and transparent process for the public and the wireless industry, support the City's compliance with FCC requirements, and protect the public interest (including not just in terms of RF emissions, but also in terms of aesthetic and safety concerns).

Following this onboarding process, we will be prepared to review wireless facility siting applications on an on-demand, as-needed basis, and **within five calendar days** of receipt (understood to exclude holidays and time spent waiting for the applicant to respond to an RFI, which halts the shot clock).

Our proposed team includes engineering staff located in our Orange County office, and per the suggestion in the RFP, can potentially be further augmented with additional staff who have been displaced from positions at the City.

Our tasks may include, but will not be limited to:

- Receiving applications from telecommunications service providers for siting of telecommunications facilities in the City; applications will either be forwarded electronically by City staff or entered by applicants in CTC's online portal
- Reviewing the applications for completeness and accuracy—and submitting requests for additional information in compliance with the FCC shot clock, as needed
- Processing the applications and adding the applications to the City's database (or developing and maintaining a database as needed)
- Collaborating with the agencies designated by the City to confirm site zoning and review the zoning history for each application
- Determining whether the application should be considered "by-right" or whether it requires special zoning approval in accordance with City regulations

- Performing virtual site visits of proposed siting locations as required (i.e., via Google Earth or similar desk survey approach); reviewing surrounding areas to determine level of community impact, where appropriate, augmenting with an on-site field visit
- Reviewing pre-installation RF emissions reports and engineering elements related to an application to determine potential for interference, RF emission, or siting conflict issues
- Reviewing applications based on zoning standards, effect on land-owning agencies, colocation options, and potential impact on surrounding area
- Delivering brief written reports to the Planning Division with details of our application reviews, analyses, findings, and recommendations
- Reviewing post-installation RF emissions reports

*We will perform these services as a truly independent adviser with no affiliation or contracts with wireless telecommunications providers or infrastructure companies. In addition, we commit to meeting the City's requirements:*

- We will have adequate staff of sufficient qualifications to process wireless applications within five calendar days (understood to exclude holidays and time spent waiting for the applicant to respond to an RFI, which halts the shot clock) and the time frame required by local, state, and federal law
- Our licensed engineers will completely and accurately review RF emissions reports for compliance with local, state, and federal requirements

#### **Key Personnel**

We offer a team with deep experience in all aspects of the City's scope of work. All CTC services to the City will be performed under the direction of a **Professional Engineer (P.E.) licensed in California**, overseen by a local Project Manager, and with an **electrical engineer (licensed as a P.E.)** readily accessible to completely and accurately review RF emissions reports for compliance with local, state, and federal requirements.

#### **Local Office and Managing Office**

Our closest office is approximately 15 miles from the City, and is led by our proposed project manager, Karen White. She will be supported by CTC staff in our Kensington, Maryland, office (Washington, D.C. metro).

*Local office: 2601 N. Rosemere Street, Orange, CA 92867*

*Headquarters office: 10613 Concord Street, Kensington, MD 20895*

Please do not hesitate to contact me if I can provide any additional information.

Sincerely,



Andrew Afflerbach, Ph.D., P.E. | CEO/CTO

## 2 Background and Project Summary Section

We understand the City, the work to be done, and the objectives to be accomplished—because we have performed similar work for a dozen California cities and dozens of communities nationally, have reviewed thousands of wireless facility siting applications for local government clients, and are thought leaders on issues such as small cell deployment patterns, protecting public rights-of-way, streamlining local application processes, and complying with the FCC’s shot clocks and small wireless facility requirements.

We understand the City needs a highly qualified, extremely efficient consultant to review and process site-specific wireless facility applications—including pre- and post-installation radio frequency (RF) emissions reports—and to complete each review within a tight, five-calendar-day timeframe. We have the staff and expertise to complete these tasks, and are prepared to support the City on a range of related issues as needed.

## 3 Method of Approach

### Implementation Plan

To meet the City’s needs for reviewing and acting on applications to site wireless facilities, CTC proposes to perform the tasks described below. *We will perform these services as a truly independent adviser with no affiliation or contracts with the telecommunications providers or infrastructure companies.* In addition, we commit to meeting the City’s requirements:

- We will have adequate staff of sufficient qualifications to process wireless applications within five calendar days (understood to exclude holidays and time spent waiting for the applicant to respond to an RFI, which halts the shot clock) and the time frame required by local, state, and federal law
- Our licensed engineers will completely and accurately review RF emissions reports for compliance with local, state, and federal requirements

### Task 1: Onboarding: Review Existing Ordinances and Guidelines; Consult with City Staff on Scope of Application Review Task

To establish a baseline understanding of the City’s requirements, we will conduct a detailed review of the City’s existing ordinances, zoning requirements, wireless facility siting guidelines, permitting processes, workflows, applications, and other relevant guidelines and documentation. We anticipate using the City’s existing application form—and, at the City’s request, are prepared to integrate that form into our online application portal system (see sample, right) which eliminates the need to accept paper-based applications, frees City staff from processing tasks, and would enable the City to make application information available for public review.

Through this review, we will develop a full understanding of the City’s current state and identify any gaps or potential process improvements to meet the City’s administrative needs; enable a clear and transparent process for the public and the wireless industry; support the City’s compliance with FCC

PROPOSED WORK	SITE ADDRESS	STRUCTURE DESCRIPTION	SWF	PROW	ANTENNAS	DOCUMENTS
Proposed Work		Application #6cc8a0d0				
*What is the common name or ID Identifier of the site that the wireless service provider uses?						
<input type="text"/>						
*Provide a general description of work to be performed that matches all supporting documents to be submitted:						
<input type="text"/>						
*What type of solution is this for?						
<input type="text"/>						
*Describe the area to be served by the proposed installation. Identify the number of additional carriers the facility is capable of accommodating:						
<input type="text"/>						

requirements; and protect the public interest (including not just in terms of RF emissions, but also in terms of aesthetic and safety concerns).

At the City’s direction, CTC’s senior wireless team staff will also meet with City staff representing the Planning Division and other relevant stakeholder departments, as well as external stakeholders such as Southern California Edison or members of the public. Given the many legal and regulatory issues involved in wireless facility sitings, we would also suggest that the City invite its internal or external legal counsel to attend and actively participate in these discussions.

We view these discussions with department representatives as a critical opportunity for our wireless facilities team to hear from the City’s stakeholders—to develop an understanding of both their needs and any potential hurdles to meeting them. We will also seek to understand the departments’ current administrative processes related to wireless sitings.

Our team will also share its experience and knowledge in developing and implementing wireless siting processes—but we recognize that any recommendations in terms of processes or approach must dovetail well with the City’s current operations.

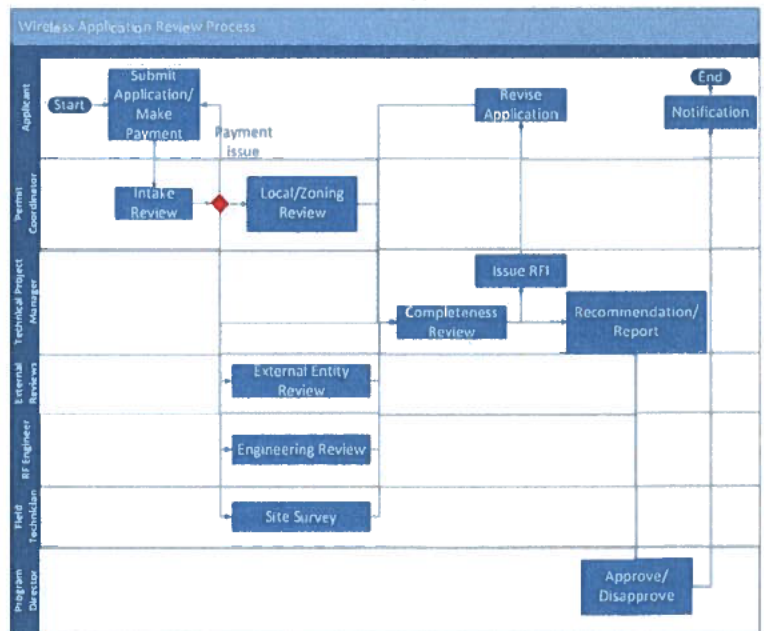
**Task 2: Review and Recommend Action on Applications**

On an as-needed, on-demand basis (i.e., as new applications are submitted to the City), CTC’s team will review, analyze, and recommend Planning Division action on wireless facility siting applications. We will follow our established and tested application review process (see diagram, right)—customized to meet the City’s requirements.

Because each jurisdiction has unique needs for wireless siting application reviews, we will collaborate with the City to discuss a range of potential engineering and administrative tasks related to the reviews—and to determine which tasks require CTC’s expertise, which can effectively be performed by City staff, and which are not required. Based on that determination, we will develop a customized review process (i.e., a discrete set of tasks assigned to CTC), which we will apply to the applications assigned to us. Our goal will be to help the City ensure that its application reviews are complete, timely, and as cost-effective as possible.

Within that framework, our tasks will include some of the following steps:

- Receiving applications from telecommunications service providers for siting of telecommunications facilities in the City; applications will either be forwarded electronically by City staff or entered by applicants in CTC’s online portal



- Reviewing applications for completeness and accuracy—and submitting requests for additional information, as needed
- Processing applications and adding the applications to the City’s database (or developing and maintaining a database as needed)
- Collaborating with the agencies designated by the City to confirm site zoning and review the zoning history for each application
- Determining whether the application should be considered “by-right” or whether it requires special zoning approval in accordance with City law
- Performing virtual site visits of proposed siting locations as required (i.e., via Google Earth or similar desk survey approach); reviewing surrounding areas to determine the level of community impact
- **Reviewing pre-installation RF emissions reports** and engineering elements related to an application to determine potential for interference, RF emission, or siting conflict issues
- Reviewing and providing recommendations on each application based on zoning standards, effect on land-owning agencies, colocation options, and potential impact on surrounding area
- Delivering a brief written report to the Planning Division **within five calendar days** (understood to exclude holidays and time spent waiting for the applicant to respond to an RFI, which halts the shot clock) with details of our review, analysis, findings, and recommendation
- **Reviewing post-installation RF emissions reports**
- Providing technical engineering support for tasks beyond application review, such as modifications to City policies and consideration of new technical designs by applicants
- Serving as liaison between telecommunications service providers and land use agencies, to assist in identification of sites for colocation and preparation and submission of applications for wireless sites
- Facilitating meetings and discussions among City staff, utilities, vendors, and other stakeholders
- Responding to questions from City staff and members of the public, including about RF emissions
- Providing guidance to the City on setting fees for wireless facilities siting applications
- Maintaining a record of all wireless facilities siting applications, maps, and related materials, and making those materials available for inspection (in physical or electronic format) as needed
- Providing a centralized source for private providers, City agencies, and the public to obtain information regarding the City’s siting process and the location and description of potential sites
- Maintaining a database of wireless telecommunications facilities in the City, as well as existing structures of certain heights in all zones that could serve as potential siting locations
- Serving as a technical resource to City agencies as needed as they consider action on applications
- Responding to requests for information from interested parties, including, but not limited to, individual homeowners, homeowner associations, or other community organizations
- Determining which federal regulations apply and making recommendations regarding technical standards (e.g., RF emissions) and applicability to local process and authority
- Tracking and reporting on wireless facilities siting application and processing statistics (see sample data analytics dashboard, below) and preparing weekly, monthly, quarterly, or annual wireless facilities siting reports to the City as requested



In addition, CTC’s project manager is located within driving distance of the City, and will be available to attend internal City meetings as requested. CTC Principal Analyst Lee Afflerbach, P.E., is available, given suitable advance notice, to attend public meetings to explain engineering issues and answer public questions about applications and RF emissions. Lee regularly presents technical briefings and addresses public concerns about wireless facility sitings, and has done so for clients including the cities of Huntington Beach, Palos Verdes Estates, Rancho Palos Verdes, San Clemente, Burlingame, Hillsborough, Monterey, Napa, Piedmont, and Sonoma.

**Client Satisfaction**

Our decades of successful client engagements—and the thousands of wireless facility siting applications we have reviewed for cities like Costa Mesa (and other jurisdictions in California and nationwide)—illustrate our commitment to client satisfaction. We are independent advisers who have a history of meeting tight review deadlines created by the FCC’s shot clocks.

**Schedule**

Given the FCC’s shot clocks and the City’s stated requirements, we will process wireless facility siting applications within five calendar days of our receipt of the application materials (understood to exclude holidays and time spent waiting for the applicant to respond to an RFI, which halts the shot clock); our deliverable, as described above, will be a brief written report to the Planning Division documenting our review and findings. We commit to maintaining the staffing and expertise necessary to achieve this schedule for each application.

**Tasks Required from City Staff**

Recognizing that our role is both to deliver RF expertise and to alleviate demands on our clients’ staffs, we will strive to limit our requests to City staff. Once we have come onboard in this role—and established basic



processes for receiving applications and submitting our written reports—we anticipate requiring City staff to facilitate meetings as needed with Planning Division and other City staff, and to coordinate any meetings at which CTC engineers will be asked to present findings to the public. We also anticipate requesting periodic guidance from City staff on issues such as policies and regulations (as they relate to wireless siting applications) and requests regarding payments.

#### **Innovative Approaches to Maximize Efficiency and Cost-Effectiveness**

We developed and host online wireless facility siting application portals for numerous public sector clients, and maintain proprietary data dashboards for tracking and reporting purposes. These innovative approaches help us streamline our reviews and reporting—making our work more efficient and cost-effective for the City.

#### **Steps for Recruiting and Hiring Former City Employees**

While much of the work described in our implementation plan can be cost-effectively performed from a distance by current CTC staff (and, as required by this RFP, we commit to having sufficient staff to process applications within five calendar days), we would be happy to receive expressions of interest from former City employees who have skills and experience relevant to this work (e.g., conducting field surveys of proposed wireless facility sites). Our hiring and retention of new staff would, of course, depend on the volume of applications received and other factors.

## **4 Qualifications & Experience of the Firm**

### **Corporation Information**

*Corporation name:* Columbia Telecommunications Corp. (d/b/a/ CTC Technology & Energy)

*Corporate office address:* 10613 Concord St. | Kensington, MD 20895

*Incorporation:* State of Maryland, 1983

*Officers:* Joanne Hovis, President; Andrew Afflerbach, Ph.D., P.E., CEO

*Local office:* 2601 N. Rosemere St. | Orange, CA 92867 | Opened 2018

*Other businesses doing similar work in California:* None

*Years in business under present business name:* 37

*Current and previous contracts similar to the City's requirements:* Please see Section 4.2 and our reference list, which is a small sample of our clients. (Our full client list is too large to list here, given the City's page limit.) We have performed similar tasks for more than a dozen California cities; large counties in Maryland and Virginia; and jurisdictions in many other states. We will be happy to provide additional contact information and contract details.

*Community involvement:* CTC is not a member of the Costa Mesa Chamber of Commerce

### **CTC's Qualifications, Experience, & Abilities: Demonstrated History of Success**

CTC Technology & Energy has 37 years of experience assisting local and state governments as professional engineers with their telecommunications engineering design and analysis needs, including significant work in the areas of wireless communications technologies, radio frequency (RF) engineering analysis, and wireless antenna siting.

Our 20 years of support of wireless facility siting processes in Montgomery and Prince George’s counties in Maryland—and our many other long-term client relationships—demonstrate our ability to provide exceptional similar services to the City.

CTC’s staff of engineers, including licensed Professional Engineers, has expertise in all aspects of communications network design and facilities siting issues—and continuously expand their understanding of the state of the art and industry deployment practices.

**Our wireless engineers and “wireless siting team” have processed more than 6,000 wireless facility siting applications for clients nationwide, giving us insight into the many alternatives available to mitigate the impact of new facilities on a community**—as well as an understanding of federal regulations, zoning standards, and rights-of-way issues that protect the public interest yet permit deployment of new wireless services to benefit residents.

Through our client engagements, we have evaluated applications related to wireless carriers’ voice and broadband deployments. We have wide-ranging experience with conventional macro sites, distributed antenna systems (DAS), and small cells. We have worked with applications from AT&T, Clearwire, Cricket, Sprint, T-Mobile, Verizon Wireless, Crown Castle, Mobilitie, and others.

#### **Delivering independent, unbiased advice and recommendations**

CTC is a highly-respected firm with extensive experience and intellectual resources. Our reputation rests on our track record of providing **independent guidance**. For more than three decades, we have served the public sector in evaluating its broadband deployment efforts and in bringing an independent, sometimes critical, eye to communications efforts. To ensure that we can provide independent guidance, **we are not affiliated with equipment manufacturers, cable operators, wireless providers, or infrastructure companies.**

#### **Evaluating and vetting wireless facility siting applications**

Since the advent of the cellular industry, CTC has provided expert advisory services on the technical, strategic, and business aspects of wireless facilities siting. These services are as critical as ever, given that local and state authorities are being inundated with small cell wireless siting applications as the wireless industry densifies existing networks, prepares for 5G, and upgrades public safety networks.

We continue to innovate, too, as the Covid-19 crisis creates new challenges for local governments and communities. For example, one of our recent series of strategic client briefings focused on reviewing wireless facility siting applications in the current moment: “The Broadband Lifeline in a Pandemic: Tools to Manage Wireless Siting in a Crisis and Move Application Processes Online” (<https://bit.ly/3axRxMD>).

CTC provides expert, independent guidance and staffing for public agencies seeking to protect their assets and the public interest while facilitating deployment of new services. CTC’s wireless team has helped local governments, state agencies, public utilities, and nonprofits vet applications for thousands of wireless facility deployments.

Our expertise includes:

- Developing best practices in wireless siting to enable efficient deployment while protecting community interests
- Defining technical standards for wireless facilities that protect public assets and public safety

- Addressing technical challenges in siting, including ADA violations, radio frequency (RF) interference, and unsightly deployment
- Developing strategies to comply with state, federal, and local requirements and zoning considerations
- Vetting applications for zoning compliance, RF coverage, interference, and colocation opportunities
- Developing processes and standards to enable deployment while protecting public interests and property
- Analyzing and justifying the cost of wireless review and permitting processes
- Participating in discussions with elected officials and the public regarding wireless infrastructure and applications by the wireless industry

Our licensed engineers analyze siting applications and RF studies to evaluate the accuracy of applicant-claimed technical service objectives, the extent to which proposed wireless sites are necessary to fill gaps in coverage or capacity, and the significance of such gaps. Analysis typically includes:

- Vetting an applicant's application, including RF propagation studies or drive tests
- Identifying colocation options in the vicinity of a proposed site
- Considering options to minimize the visual or other community impact of a wireless facility, such as painting antennas to match a mounting location, requiring a stealth monopole design, or requiring that equipment meets local noise ordinances
- Visiting and reviewing sites to evaluate community impact
- Reviewing applications and requesting additional information as necessary
- Evaluating relevant reports, studies, public input, and other materials
- Presenting findings to planning departments, counsel, and elected bodies
- Preparing reports, maps, charts, documentation, or presentations to document findings and recommendations

#### **Supporting local governments in California and nationwide**

We have reviewed wireless facility siting applications for more than a dozen cities in California, including **Palo Alto, Napa, Sonoma, Arcadia, Dublin, Fremont, Hillsborough, Monterey, Palos Verdes Estates, Piedmont, Rancho Palos Verdes, and Rolling Hills**. We manage the review processes and review hundreds of applications annually for Montgomery and Prince George's counties in Maryland, and Fauquier and Louisa counties in Virginia. In recent years, we have also provided these services to Arlington County, Virginia; the Northern Virginia Regional Parks Authority; Blount County, Tennessee; and the cities of Rye and Scarsdale, New York; Huntsville, Alabama; Fargo, North Dakota; and Genesee County, Michigan.

#### **Ensuring coordinated, efficient local processes for wireless facilities**

We develop processes and standards that align public interests among local government agencies. In **Huntsville, Alabama**, CTC helped the utility and City develop and harmonize complete processes for managing pole attachments so that existing assets could be maximized, and so that wireless carriers would not install new poles just feet away from existing utility poles.

For the **Texas Department of Transportation (TxDOT)**, we developed a full strategic plan and guidance for wireless siting requirements, developing technical standards, establishing processes, and recommending appropriate fees.

For **Montgomery County, Maryland**, we developed a comprehensive wireless siting process, which the National Association of Counties recognized as exemplary and the FCC's Intergovernmental Advisory Committee recognized as providing notable best practices.

#### Supporting local government responsiveness to public input and concerns

Local residents are often concerned about the impacts of wireless facility sitings in their community—and understandably so. In addition to preparing reports that present our analysis and findings in detail (so that the City and its residents can see the full extent of the application review), we frequently attend public meetings to present technical details and, importantly, to field questions on our clients' behalf. (For example, CTC Principal Engineer Lee Afflerbach, P.E., presented to the City of San Clemente in November 2019.)<sup>1</sup> For clients that choose to use our online application portal, we can also make application materials and review status available for public review.

#### Developing technical and safety standards for wireless attachments

Our engineers develop and help enforce **technical standards to protect the public interest, public safety, public assets, and worker safety**, including through:

- Assessing whether attachments will increase congestion on a sidewalk or block motorists' views of traffic
- Ensuring that proposed installations meet ADA requirements and DOT rules
- Verifying adherence with pole spacing requirements and—in the case of new tall towers—standards for soil and drainage
- Confirming clearances between new equipment and roads and buildings, and proper placement of power meters and shutoff devices
- Verifying compliance with FCC rules on RF emissions and related warning signage
- Testing RF signals to ensure non-interference with public safety, city, and utility wireless operations

We have developed technical standards for small cell siting in the rights-of-way on behalf of clients that own traffic, light, and utility poles, including the **City of Napa**,<sup>2</sup> **CPS Energy** (San Antonio, Texas), **Huntsville (Alabama) Utilities**, the **City of Opelika, Alabama**, **Baltimore County, Maryland**, and a half-dozen municipal light plants in Massachusetts.

We have also worked alongside local government staff to develop **new and revised small cell ordinances** in Anne Arundel, Baltimore, Montgomery, and Prince George's counties in Maryland; the City of Opelika; and many California cities.

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<sup>1</sup> See Lee's presentation here (<https://www.san-clemente.org/home/showdocument?id=54860>) and details on the meeting here (<https://www.san-clemente.org/Home/ShowDocument?id=54714>).

<sup>2</sup> <https://www.cityofnapa.org/DocumentCenter/View/5875/Napa-Small-Cell-Technical-and-Aesthetic-Guidelines-PDF>

### **Developing aesthetic standards and fee justifications for wireless attachments**

In light of the FCC's wireless preemption Order limiting local agency authority in wireless siting and asset use, CTC's analysts develop strategies for technical compliance that address policymakers' desire for new deployment while **protecting public assets, interests, and mission-critical public infrastructure**.

For example, in response to the FCC's establishment of restricted fees for small cell applications, CTC's engineers performed a **cost analysis** of the City of Baltimore's small cell application and review process. By documenting the various elements of the process, we established an accounting of actual costs that the City can use to justify the fees it charges applicants. We developed similar cost analyses for the Texas Department of Transportation and three large Maryland counties.

We have also developed **technical and aesthetic standards** that our local government clients can apply to wireless facility sitings in light of the FCC's new limitations. In 2019 we developed such standards for several municipal utilities in Massachusetts. Our work builds on our extensive experience in this area; for many years we have advised a dozen California cities (including Palo Alto and Sonoma) on **standards that minimize the visual impact of wireless facilities while improving mobile coverage**.

We have also written extensively on these matters, including the following guidance that we developed for our public sector clients:

- Ten Strategies to Protect Local Property After the FCC's Small Cell Preemption Order (<https://bit.ly/2RI7N4I>)
- The Three "Ps" of Managing Small Cell Applications: Process, Process, Process (<https://bit.ly/35GusGD>)
- Documenting the True—and High—Local Administrative Costs of Small Cell Siting (<https://bit.ly/2Mkx87j>)

### **Developing business and revenue strategy**

We develop strategy to enable public utilities and localities to **maximize public assets** to support wireless service, to deploy new pole and fiber assets as necessary, to lease dark fiber for backhaul, and to realize associated revenues.

### **Case study of CTC's work: Unparalleled experience with wireless siting in Montgomery County, Maryland**

CTC was central to the development of Montgomery County, Maryland's wireless siting process, which has been identified by the Intergovernmental Advisory Committee at the FCC and others as providing notable examples of many best practices.<sup>3</sup> We have been the designated coordinator for the Montgomery County Telecommunications Facilities Coordinating Group (TFCG) from its inception in 1996 until today—marshaling small cell and other wireless siting applications from filing to final action by the TFCG.

We subject each application—for antenna colocation, new facilities, or modifications to existing sites—to rigorous review. In addition to evaluating applications from a technical and regulatory standpoint, we subject each application to the high bar of its potential community impact: Is the siting necessary to meet the applicant's coverage goals? Has the applicant considered all available options for colocation rather than constructing a new

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<sup>3</sup> Federal Communications Commission, <https://transition.fcc.gov/statelocal/IAC-Report-Wireless-Tower-siting.pdf>

mounting structure? Would a lower antenna mounting level achieve the same coverage objective? Would smaller, less noticeable antennas suffice?

In this way, we seek to balance the County's rights and regulations, the wireless industry's interest in delivering services, and the public's interest in minimizing the visual impact of wireless facilities in their neighborhoods.

We provide technical engineering support, coordinate and review carriers' applications to site transmission facilities in the County, conduct physical inspections of proposed siting locations, review applicants' RF engineering submittals, and provide recommendations on each siting request based on zoning standards, the potential visual impact of the installation, and other parameters. We ensure the County's compliance with the FCC's "shot clock."

Through this 20-year commitment and collaboration, we have developed an unparalleled understanding of all aspects of wireless facilities siting in Montgomery County. We have drafted policies and procedures for review of applications, provided recommendations on related aspects of zoning text amendments, and informed the TFCG of changes in federal regulations governing the processing of applications to site wireless facilities in the County. We advise the County on approaches to enabling robust wireless service while being as mindful as possible of the impact of new antennas in the community.

## 5 Key Personnel

The following CTC employees will support the City on these tasks. All CTC services to the City will be performed under the direction of a Professional Engineer (P.E.) licensed in California, overseen by a local Project Manager, and with an electrical engineer (licensed as a P.E.) readily accessible to completely and accurately review RF emissions reports for compliance with local, state, and federal requirements. Resumes for our key personnel are included in Appendix A.

**Chief Technology Officer Andrew Afflerbach, Ph.D., P.E.**, will oversee all CTC work on this engagement. A licensed Professional Engineer in California, Andrew led CTC's technical work for the development of the City of San Francisco's smart pole strategic plan, the City of Baltimore's small cell and Smart City initiative, the City of Seattle's recent wireless study, and the State of Texas Department of Transportation's strategic plan for wireless siting requirements.

Andrew advises local government clients on technical and strategic issues related to wireless facility siting in the public rights-of-way. He has written extensively on local governments' strategic options for addressing the FCC's recent wireless preemption Order, and has submitted technical analyses to the FCC on issues related to small cell deployment.

He has also prepared guidance documents for local governments that provide comprehensive roadmaps for how localities can protect local interests while enabling expansion of mobile service. In addition, Andrew recently wrote "How Localities Can Improve Wireless Service for the Public While Addressing Citizen Concerns" (<https://bit.ly/2ModepP>).

**Wireless Siting Team Manager and Vice President for Analytics Shawn Thompson** is a recognized expert in wireless engineering, radio propagation, and issues related to wireless siting in the public rights-of-way and on private property. He manages the CTC teams that provide ongoing wireless facility application review services to several large counties in Maryland and Virginia. He supported the State of Texas Department of Transportation on strategic planning and the development of standards for its wireless facility siting program.

Shawn's expertise includes strategic approaches that local governments can take to address the FCC's preemption Order.

Shawn performed a cost analysis of the City of Baltimore's small cell application and review process. The analysis documented the current state for the City's planning purposes and establishes a robust accounting of costs to justify the fees charged to applicants. Using machine-learning technology, Shawn also developed a predictive model that mapped the locations and quantities of expected small cell locations throughout the City, which is applicable to any urban or suburban environment.

Shawn has overseen the design and implementation of more than 1,000 wireless networks nationwide, and, prior to joining CTC, advised wireless carriers such as AT&T, Sprint, and Verizon Wireless on indoor coverage and capacity planning. Shawn assisted the government of the District of Columbia in developing a strategy for the use of small-cell technology, in which cellular carriers use poles and rooftops owned by municipalities to increase the density of their high-speed 4G LTE networks and deliver better service. Shawn helped the District move to the forefront of cellular deployment technology by developing a plan for standardizing equipment and space utilization for hundreds of proposed wireless facility sites. Shawn's plan will allow the District to maximize profits, efficiently reuse sites, and maintain sites more easily. His work will also benefit the area's cellular carriers and residents by paving the way for streamlined cooperation between the municipal government and the carriers.

In his previous role as the Associate Director of Wireless Solutions for Henkels & McCoy, Shawn oversaw the national build-out of wireless installation for Verizon, Sprint, and AT&T.

**Project Manager** Karen White, who runs CTC's Orange, Calif., office, will be our team's project manager. She has a degree in electrical engineering and decades of experience as a project manager on major public sector telecommunications engagements. Her background includes the planning, design, procurement, and implementation of land mobile radio and public safety broadband networks, as well as planning and design of small cell and wireless broadband systems.

**Principal Engineer** Lee Afflerbach, P.E., is an electrical engineer who works extensively with California city governments. Lee provides ongoing support to numerous municipal clients evaluating alternative small cell technology designs for deployment in their respective communities. He serves as the project lead for CTC's team of engineers that examine deployment options for the California cities of Arcadia, Burlingame, Fremont, Hillsborough, Monterey, Napa, Palo Alto, Palos Verdes Estates, Piedmont, Rancho Palos Verdes, and Sonoma. These assignments include performing a technical review of wireless facility siting applications submitted to the cities, overseeing on-site signal verification measurements, negotiating technical options and issues with wireless carriers on the cities' behalf, and providing expert witness testimony as requested in legal proceedings.

**Senior Engineer** Nirav Gori, who has a master's degree in engineering, is a member of CTC's wireless siting team. He evaluates radio frequency (RF) electromagnetic energy (EME) reports for compliance with FCC standards; verifies RF coverage maps; and checks key elements of each wireless facility siting application he reviews, including operating frequencies, antenna types, component data sheets, and cell site drawings. (Nirav's resume is available on request.)

**Staff Analyst Jasmina Rivas** is a member of CTC’s wireless siting team who supports multiple clients on a range of application processing, review, and reporting tasks. She will assist with application tracking and reporting. (Jasmina’s resume is available on request.)

**6 Cost Proposal**

**ATTACHMENT B**

**Fee Schedule**

Task	Description	Cost
A.	<u>Flat Fee</u> for the review of the radio frequency emissions report (Paid by the Developer)	<b><u>\$300.00</u></b>
B.	<u>Hourly rate</u> for the processing of a site-specific wireless application (Paid by the Developer)	<b><u>\$140.00/ hour</u></b>

*All originals of plans, field notes, data and calculations, reports, electronic files, etc., will be turned over to the City upon completion of work. Ten percent (10%) of the total contract fee will be withheld under final project documents are submitted to the City.*

Local travel is billed at current standard mileage rates. Non-routine expenses and long-distance travel are recovered at direct cost with no mark-up.

**7 Disclosure**

CTC has no current or past business or personal relationships with any Cost Mesa officials, employees, or family members.



## Appendix A: Representative CTC Team Resumes

### Andrew Afflerbach, Ph.D., P.E. | CEO and Chief Technology Officer

Dr. Andrew Afflerbach specializes in the planning, designing, and implementation oversight of broadband communications networks, smart cities strategies, and public safety networks. His expertise includes state-of-the-art fiber and wireless technologies, the unique requirements of public safety networks, and the ways in which communications infrastructure enables smart and connected applications and programs for cities, states, and regions.

Andrew has planned and designed robust and resilient network strategies for dozens of clients, including state and local governments and public safety users. He has delivered strategic technical guidance on wired and wireless communications issues to cities, states, and national governments over more than 20 years. He has advised numerous cities and states, including New York City, San Francisco, Seattle, Atlanta, Washington, D.C., and Boston.

Applying the current state of the art—and considering the attributes of anticipated future technological advancements such as “5G”—Andrew has developed candidate wireless network designs to meet the requirements of clients including the cities of Atlanta, San Francisco, and Seattle. In a major American city, Andrew led the team that evaluated wireless broadband solutions, including a wireless spectrum roadmap, to complement potential wired solutions.

Andrew also advises local and state government agencies on issues related to wireless attachments in the public rights-of-way; he leads the CTC team that supports the Texas Department of Transportation (TxDOT) and many large counties on wireless attachment policies and procedures.

In addition to designing networks, Andrew testifies as an expert witness on broadband communications issues. And he is frequently consulted on critical communications policy issues through technical analyses submitted to the FCC and policymakers. He has prepared white papers on streamlining deployment of small cell infrastructure by improving wireless facilities siting policies.

As CTC’s Chief Technology Officer, Andrew oversees all technical analysis and engineering work performed by the firm. He has a Ph.D. and is a licensed Professional Engineer in California and other states.

#### EMPLOYMENT HISTORY

1995–Present            CEO/Chief Technology Officer, CTC  
                                 Previous positions: Director of Engineering, Principal Engineer, Senior Scientist

#### EDUCATION

Ph.D., Astronomy, University of Wisconsin–Madison, 1996  
Master of Science, Astronomy, University of Wisconsin–Madison, 1993  
Bachelor of Arts, Physics, Swarthmore College, 1991

#### PROFESSIONAL CERTIFICATIONS/LICENSES

Professional Engineer, states of California, Delaware, Georgia, Illinois, Maryland, and Virginia

#### SAMPLE PUBLICATIONS

See CTC’s website: <https://www.ctcnet.us/library/>

**Lee Afflerbach, P.E. | Principal Engineer**

Lee Afflerbach is an electrical engineer with 50 years of experience serving federal, state, and local government clients, including extensive work supporting California cities with RF analysis and reviews of wireless facility siting applications. Mr. Afflerbach's expertise covers a wide range of broadband communications technology. He has designed, overseen deployment of, and evaluated a wide range of wireless, coaxial cable, and fiber optic broadband networks for local and state government, public safety, education, and non-profit clients.

**Commercial Wireless Broadband Technology**

Mr. Afflerbach provides ongoing support to numerous municipal clients evaluating alternative small cell technology designs for deployment in their respective communities. He serves as the project lead for CTC's team of engineers that examine deployment options for the California cities of Arcadia, Burlingame, Fremont, Hillsborough, Monterey, Napa, Palo Alto, Palos Verdes Estates, Piedmont, Rancho Palos Verdes, and Sonoma. These assignments include performing a technical review of wireless facility siting applications submitted to the cities, overseeing on-site signal verification measurements, negotiating technical options and issues with wireless carriers on the cities' behalf, and providing expert witness testimony as requested in legal proceedings.

Mr. Afflerbach currently is providing technical analysis services and expert witness testimony in support of clients' ongoing litigation in federal court with wireless carriers. These include the cities of Wilmington, DE, Hillsborough, CA, and Piedmont, CA; Pueblo County, CO; and North Buffalo Township, PA. He also supports communities with technical expertise as they examine options for settling disputes with wireless carrier related to wireless facility siting matters.

Mr. Afflerbach also serves as CTC's project leader for managing the Delaware Department of Transportation's statewide, 20-tower, 4.9 GHz high-capacity point-to-multipoint broadband wireless network.

**Broadband Network Engineering**

Mr. Afflerbach has planned and designed communications networks for numerous municipalities. These stand-alone broadband networks employ a range of wired and wireless technologies to provide video, voice, and data capability within and between municipal facilities.

**Land Mobile Radio (LMR) System Design**

Under funding provided by the Law Enforcement Assistance Administration (LEAA), Mr. Afflerbach performed and managed communications design studies for federal, state, and local law enforcement agencies, including the FBI, Drug Enforcement Administration (DEA), New York State Police, and Georgia State Police.

**EMPLOYMENT HISTORY (Excerpt)**

- 1983 – present      **Founder and Principal Engineer, CTC Technology & Energy (CTC)**
- 1971 – 1981      **Group Leader, MITRE Corporation, McLean, VA and Frankfurt, Germany**
- 1966 – 1969      **Staff Engineer, Federal Communications Commission, Broadcast Bureau, Washington, D.C.**

**EDUCATION & LICENSES**

- Bachelor of Arts, Electrical Engineering, Drexel University, 1966**
- Licensed Professional Engineer — Delaware, District of Columbia, Maryland, and Washington**

## Shawn Thompson | Vice President for Analytics

Shawn Thompson is a recognized expert in wireless engineering, radio propagation, and issues related to wireless siting in the public rights-of-way and on private property. He has overseen the design and implementation of more than 1,000 distributed antenna systems nationwide, and has advised wireless carriers such as Sprint, Verizon, and AT&T in solving their indoor coverage and capacity needs.

Shawn manages the CTC teams that provide ongoing wireless facility siting application review services to Montgomery and Prince George's counties in Maryland, and Fauquier and Louisa counties in Virginia. He is also supporting the State of Texas Department of Transportation (TxDOT) on strategic planning and the development of standards for its wireless facility siting program. Shawn's expertise includes strategic approaches that local governments can take to address the FCC's 2018 preemption Order.

Among his recent client engagements, Shawn led the CTC team that designed a neutral-host distributed antenna system (DAS) network to enable the government of the **District of Columbia** to use its citywide fiber to distribute wireless signals. He then worked with the District to develop a program for installing commercial, public safety, and Wi-Fi wireless systems in its key facilities. This \$10 million, five-year program will improve wireless communications in as many as 60 city-owned buildings.

Additionally, Shawn assisted the District in developing a strategy for the use of small-cell technology, in which cellular carriers use poles and rooftops owned by municipalities to increase the density of their high-speed 4G LTE networks and deliver better service. This sector promises to be a growth area, as more and more carriers approach municipalities to negotiate terms of usage. Shawn helped the District move to the forefront of cellular deployment technology by developing a plan for standardizing equipment and space utilization for hundreds of proposed wireless facility sites. Shawn's plan will allow the city to maximize profits, reuse sites efficiently, and maintain sites more easily. His work will also benefit the area's cellular carriers and citizens by paving the way for streamlined cooperation between the municipal government and the carriers to maximize wireless facility deployments and create denser coverage.

Shawn helped the **cities of Boulder, Colorado, and Newark, Delaware**, evaluate technical and operational options for deploying an outdoor Wi-Fi network in the downtown area and parks..

### Technical Background

#### **Indoor Propagation Theory**

Shawn was an early pioneer (2003–2005) in educating the industry against the use of coffee cup design (i.e., the idea that RF travels a uniform distance from a radiating point). Rather the partitions within buildings greatly affect the propagation patterns, and therefore RF power levels, antenna types, and intended density need to be considered in each building.

He collected data from multiple types of indoor environments to improve the published equations for indoor RF propagation. Specifically, he has made improvements to modeling RF propagation in environments such as industrial, retail, hospital, and airport venues.

Shawn has also furthered the understanding of antenna density and types within different types of environments. He has shown that the typical omni-directional antenna may not be appropriate for many newer high-capacity wireless systems. Shawn has demonstrated through various stadium designs that precisely

controlling the antenna beam-width patterns can have dramatic impact on throughput because of the antennas' sensitivity to noise and unwanted signals.

### **High-Capacity Design**

Shawn has developed solutions for the ever-growing capacity needs in public venues such as stadiums, arenas, and airports. Working with manufacturers and carriers, he has participated in developing solutions that deliver high-speed data to users in these ultra-dense environments. In particular, Shawn's innovative sector-driven design approach using distributed antenna systems is driving a complete revamping of the existing systems in stadiums across the country. Among the stadiums on which Shawn worked are First Energy Stadium and Progressive Field in Cleveland; PNC Park in Pittsburgh; the Verizon Center in Washington, D.C.; and stadiums at the University of Montana and the University of Wyoming.

### **Program/Project Management**

As an early leader in distributed antenna system design, Shawn collaborated with industry groups, wireless carriers, and manufacturers to develop several industry best practices. He assisted industry manufacturers in developing a grounding methodology that could be used as a template for the installation of DAS systems. The solution needed to be vetted and agreed upon by installation contractors, manufacturers, and carriers.

In 2012, working with Verizon Wireless on LTE DAS upgrades, Shawn developed a system through which Verizon could easily collect information across a region (usually several states) at existing sites, to determine a rough order of magnitude to upgrade these sites with 4G LTE service. This was executed in blocks of 100 projects. Also in 2012, he developed methodologies to use "The Last Planner" project management system across large DAS deployments.

Shawn also contributed to the understanding and practicality of passive intermodulation (PIM) testing within low-power RF antenna systems. He successfully negotiated compromise between construction-side concerns and carrier-demanded closeout policies by assembling leaders across various disciplines and developing a policy white paper.

### **EMPLOYMENT HISTORY**

**Henkels & McCoy** 2011 – 2013

*Associate Director, Wireless Solutions*

*Manager, Engineering and Design*

**In-Building-Wireless, Co-Founder and CEO** 2004 – 2011

**Applied Communications Technology, Inc., Founder and President** 1999–2004

### **EDUCATION**

**Bachelor of Science**, Computer and Information Science, University of Maryland University College, 2016

**Master of Science**, Data Analytics, University of Maryland University College, 2018

**Karen J. White | Principal Analyst**

Karen White has more than 25 years of experience in municipal, commercial, and public safety telecommunications. Her background includes the planning, design, procurement, and implementation of wireless broadband systems and small cells; public safety land mobile radio (LMR) communications systems; public safety broadband systems and business case analysis (including FirstNet); project management; and engineering management in the LMR, public safety wireless broadband, and municipal broadband markets. She also has extensive experience in communications software engineering management, requirements analysis, design, and development.

Karen has served as project manager, technical and policy advisor, and business analyst for many high-profile, multi-million-dollar communications systems projects for states, municipalities, and large transit clients. These projects included technology assessments, client requirements discovery, alternatives analysis, system design, system procurement, and implementation tasks. She is familiar with federal, state, and local policy affecting broadband and public safety communications, including FCC orders regarding wireless sitings and attachments.

As a member of SAFECOM, under the Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (CISA), Karen represents the National Association of Telecommunications Officers and Advisors. She supports SAFECOM's mission to collaborate with emergency responders and elected officials to improve emergency communications interoperability. She is also vice-chair of the Broadband Emerging Technologies Working Group of the National Public Safety Telecommunications Council (NPSTC).

**CTC Technology & Energy**

2016 – present

*Project Manager, Principal Analyst / Technical Lead / Business Analyst / CTC Project Lead*

- *State of New Mexico Department of Information Technology Rural Broadband Project*
- *King County, Wash. Broadband Access Study*
- *Texas Department of Transportation (TxDOT) Statewide Wireless Siting/Small Cell Program*
- *City of Boston Fiber Network Procurement and Implementation*
- *District of Columbia Public Safety LTE Network/FirstNet Support*
- *State of Delaware Public Safety LTE Network/FirstNet Support*
- *City of Atlanta Fiber Broadband Buildout Support*
- *City of Boulder, Colorado, Fiber Backbone and FTTP Engineering and Financial Studies*

**PRIOR TO JOINING CTC IN 2016**

**Federal Engineering, Inc.**

2007 – 2016

*Executive Director, Chief Consultant/Business Development and Marketing Strategist  
Senior Consultant/Project Manager*

**Motorola, Inc. (now Motorola Solutions)**

1987 – 1999

*Systems Engineering Manager, Systems Engineer / Software Engineering Manager / Project Manager*

**EDUCATION**

**Bachelor of Science, Electrical and Computer Engineering | University of Miami, Cum Laude**

## **Appendix B: Required Forms**

The Vendor Application Form is attached to the cover letter of this proposal. This appendix includes the City's other required forms:

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

**Ex Parte Communications Certification**

C03153

**EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP FOR RADIO FREQUENCY** at any time after **April 20, 2020**.

*Joanne S. Hovis*  
\_\_\_\_\_  
**Signature**

**Date:** 4/27/2020

Joanne S. Hovis  
**Print**

**OR**

I certify that Proposer or Proposer's representatives have communicated after **April 20, 2020** with a City Councilmember concerning informal **RFP FOR RADIO FREQUENCY**. A copy of all such communications is attached to this form for public distribution.

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

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

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

**Disclosure of Government Positions**

C03153

**DISCLOSURE OF GOVERNMENT POSITIONS**

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

None



**Disqualification Questionnaire**

C03153

**DISQUALIFICATION QUESTIONNAIRE**

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No

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

Company Profile & References

C03153

COMPANY PROFILE & REFERENCES

Company Profile

Company Legal Name: Columbia Telecommunications Corporation

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

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

Business Address: 10613 Concord St, Kensington, MD 20895

Website Address: www.ctcnet.us

Telephone Number: 301-933-1488 Facsimile Number: 301-933-3340

Email Address: info@ctcnet.us

Length of time the firm has been in business: 37 years Length of time at current location: 13 years

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

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

Federal Taxpayer ID Number: 52-1442373

Regular business hours: 9 - 5 pm ET, but available to the City during its normal business hours.

Regular holidays and hours when business is closed: Holidays observed: New years day, Memorial day, Independence day, Labor day, Thanksgiving day, Black Friday, Christmas day Hours: 24

Contact person in reference to this solicitation: Joanne S. Hovis

Telephone Number: 301-933-1488 Facsimile Number: 301-933-3340

Email Address: info@ctcnet.us

Contact person for accounts payable: Sandi Yatvin

Telephone Number: 301-933-1488 Facsimile Number: 301-933-3340

Email Address: AccountsReivable@ctcnet.us

Name of Project Manager: Joanne S. Hovis

Telephone Number: 301-933-1488 Facsimile Number: 301-933-3340

Email Address: info@ctcnet.us

**COMPANY PROFILE & REFERENCES**  
(Continued)

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

Company Name: Prince George's County, Maryland Telephone Number: (301) 883-5927  
 Contact Name: Michelle Lyons Contract Amount: \$308,200  
 Email: MDLyons@co.pg.md.us  
 Address: 9400 Peppercom Place, Largo, MD 20774

Brief Contract Description: Telecommunications Transmission Facilities Coordinating Committee Support  
 Company Name: Anne Arundel County, Maryland Telephone Number: 410-222-7344  
 Contact Name: Grace Tydings Contract Amount: \$383,914  
 Address: 2662 Riva Road, Suite 310, Annapolis, Maryland 21401  
 Email: grace.tydings@aacounty.org

Brief Contract Description: Engineering Services For County Telecommunications  
 Company Name: Montgomery County, Maryland Telephone Number: (240) 777-3762  
 Contact Name: Marjorie L. Williams Contract Amount: \$1,550,131  
 Email: Marjorie.Williams@montgomerycountymd.gov  
 Address: 101 Monroe St. # 13, Rockville, MD 20850

Brief Contract Description: Telecommunications Facility Application Support  
 Company Name: City of Rancho Palos Verdes, CA Telephone Number: (310) 544-5202  
 Contact Name: Ara Mihranlian Contract Amount: \$200,000  
 Address: 30940 Hawthorne Boulevard, Rancho Palos Verdes, CA 90275  
 Email: AraM@rpvca.gov

Brief Contract Description: Analysis of Wireless Tower Applications Materials  
 Company Name: City of Napa, CA Telephone Number: 707-257-9520  
 Contact Name: Don Schmidt Contract Amount: \$75,000  
 Email: dschmidt@cityofnapa.org  
 Address: 1600 First Street, Napa, CA 94559

Brief Contract Description: Evaluation of Applications for the Construction of Small Cell Wireless Facilities

**COMPANY PROFILE & REFERENCES**

**(Continued)**

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

Company Name: City of Sonoma, CA Telephone Number: (707) 996-9690

Contact Name: John Abaci Contract Amount: \$50,000

Email: jabaci@walterpistole.com

Address: 670 W. Napa St | Suite F, Sonoma, CA 95476

Brief Contract Description: Evaluation of Applications for the Construction of Wireless Facilities

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

Bidder/Applicant/Contractor Campaign Contribution

C03153



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

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

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
NONE				

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

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

*Jeanne S. Horis*  
 \_\_\_\_\_  
 Bidder/ Applicant/Proposer

4/27/2020  
 \_\_\_\_\_  
 Date

**Appendix C: Signed Addendum 1**

C03153 Addendum No.1



**ADDENDUM NO. 1  
REQUEST FOR PROPOSAL  
FOR  
RADIO FREQUENCY**



**DEVELOPMENT SERVICES DEPARTMENT  
CITY OF COSTA MESA**

**Addendum Released on April 23, 2020**

**The referenced document has been added as per the attached Addendum No. 1 to include as Attachment B.**

**Please sign this Addendum where designated and include in the proposal. This addendum is hereby made part of the referenced RFP as through fully set forth therein.**

**Any questions regarding this addendum should be addressed to  
Jackqueline Nguyen, email [jackqueline.nguyen@costamesa.ca.gov](mailto:jackqueline.nguyen@costamesa.ca.gov).**

**ATTACHMENT B**

**Fee Schedule**

Task	Description	Cost
A.	<u>Flat Fee</u> for the review of the radio frequency emissions report (Paid by the Developer)	\$ _____
B.	<u>Hourly rate</u> for the processing of a site-specific wireless application (Paid by the Developer)	\$ _____ / hour

*All originals of plans, field notes, data and calculations, reports, electronic files, etc., will be turned over to the City upon completion of work. Ten percent (10%) of the total contract fee will be withheld under final project documents are submitted to the City.*

*All other provisions of the request for proposal shall remain in their entirety.*

*Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.*

Joanne S. Hovis      4/27/2020  
Signature                      Date

Joanne S. Hovis, President  
Typed Name and Title

Columbia Telecommunications Corporation  
(dba CTC Technology & Energy)

Company Name

10613 Concord Street  
Address

Kensington, Maryland 20895  
City                      State                      Zip



**Appendix D: Signed Addendum 2**

C03153 Addendum No.2



**ADDENDUM NO. 2  
REQUEST FOR PROPOSAL  
FOR  
RADIO FREQUENCY**



**DEVELOPMENT SERVICES DEPARTMENT  
CITY OF COSTA MESA**

**Addendum Released on April 27, 2020**

**The referenced document has been modified as per the attached Addendum No. 2**

**Please sign this Addendum where designated and include in the proposal. This addendum is hereby made part of the referenced RFP as through fully set forth therein.**

**Any questions regarding this addendum should be addressed to  
Jackqueline Nguyen, email [jackqueline.nguyen@costamesaca.gov](mailto:jackqueline.nguyen@costamesaca.gov).**

This section for the Request for Proposal for Radio Frequency, has been removed from the requirement:

**Page 5, Section II. General Instructions and Provisions, 1. Proposal Format Guidelines, Financial Capacity:** "Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer."

*All other provisions of the request for proposal shall remain in their entirety.*

*Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.*

Joanne S. Hovis      4/27/2020  
Signature                      Date

Joanne S. Hovis, President  
Typed Name and Title

Columbia Telecommunications Corporation  
(dba CTC Technology & Energy)

Company Name

10613 Concord Street  
Address

Kensington, Maryland 20895  
City                      State                      Zip

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

**CITY OF COSTA MESA, CALIFORNIA**

**COUNCIL POLICY**

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

**BACKGROUND**

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

**PURPOSE**

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

**POLICY**

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
  - B. Establishing a Drug-Free Awareness Program to inform employees about:

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

1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
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- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.