



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, March 23, 2021 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Erica Pezold, Mayor

Don Sedgwick, Mayor Pro Tempore
Bill Hunt, Council Member

Janine Heft, Council Member
Dave Wheeler, Council Member

Location: City Council Chamber, 24035 El Toro Road, Laguna Hills, CA 92653

NOTICE REGARDING CORONAVIRUS (COVID-19): Please be advised that some, or all, of the City Council Members may attend this meeting via teleconference. This meeting is being conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. If you wish to attend the City Council meeting in person, the City Council Chamber is located at 24035 El Toro Road, Laguna Hills, CA 92653. The public shall have the right to observe and offer public comment at this location. If you plan on attending, please follow the California Department of Health Guidelines by wearing a mask, washing your hands often, refraining from handshakes and maintaining social distance of six feet between individuals. You may also view the live stream of the meeting online at <http://lagunahillsca.igm2.com/Citizens/Default.aspx>.

Submission of Public Comments: While you may attend this meeting in person, given the health risks associated with COVID-19, the City encourages those wishing to make public comments at the March 23, 2021, City Council meeting, to submit your comments by email to the City Clerk at publiccomments@lagunahillsCA.gov, by 5:00 p.m. on March 23, 2021. In the subject line of the email, please state your name and the item number you are commenting on. Any public comment received that does not specify a particular agenda item number will be announced during the general public comment portion of the agenda. If you wish to submit a public comment on more than one agenda item, please send a separate email for each item you are commenting on. All comments received by 5:00 p.m. on the date of the meeting will be provided to the City Council in advance to allow time for the Council Members to read them. Email comments will NOT be read by the City Clerk during the meeting, but will be announced and made part of the record. Electronic public comments may only be submitted via email and comments via text and social media (Facebook, Twitter, etc.) will not be accepted.

Announcement of Public Comments: During the applicable agenda item, the City Clerk will announce the name of the sender and subject matter of all email comments received by 5:00 p.m. on March 23, 2021. The email comments, including your name, will become part of the record of the City Council meeting and will be public information.

GENERAL BUSINESS - CONVENING AT 7:00 PM**CALL TO ORDER**

Resolution No. 96-04-09-1 established rules of decorum for public meetings held by the City of Laguna Hills. Resolution No. 96-04-09-1 is available on the table at the back of the City Council Chamber.

INVOCATION**PLEDGE OF ALLEGIANCE****ROLL CALL OF CITY COUNCIL MEMBERS****1. PRESENTATIONS AND PROCLAMATIONS****1.1 Laguna Hills High School Student Liaison**

Recommendation: That the City Council receive an oral report from Laguna Hills High School Student Liaison Darya Ardehali.

2. SCHEDULE OF FUTURE EVENTS**2.1 Schedule of Future Events**

Recommendation: That the City Manager announce the upcoming City events for the month of April 2021.

3. PUBLIC COMMENTS

This is the time to address the City Council on any matter not listed on this Agenda that is within the subject matter jurisdiction of the City Council. Public Comments are limited to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

4. CONSENT CALENDAR

All matters listed under "CONSENT CALENDAR" are considered to be routine and will be enacted by one motion approving the recommendation listed on the Agenda. There will be no separate discussion unless Members of the City Council or Staff request specific items be removed from the Consent Calendar.

4.1 Waive Reading in Full of all Ordinances and Resolutions on the Agenda

Recommendation: That the City Council waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

4.2 Approval of Minutes for March 9, 2021, Regular Meeting

Recommendation: That the City Council approve the Minutes for the March 9, 2021, Regular Meeting.

4.3 Ratification of March 23, 2021, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from March 2, 2021, to March 11, 2021, in the amount of \$1,095,347.78.

4.4 City Council Review and Confirmation of the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus and Confirmation of the Interim Director of Emergency Services/Interim City Manager's Executive Orders Related Thereto

Recommendation: That the City Council: 1) Review and confirm the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus; and 2) Confirm the Interim Director of Emergency Services/Interim City Manager's executive orders related thereto.

4.5 Progress Payment No. 2, Final, for Traffic Signal Repair Alicia Parkway at Community Center Drive, CIP No. 112

Recommendation: That the City Council approve Progress Payment No. 2, Final, in the net amount of \$34,177.20, to Comet Electric, Inc., for Traffic Signal Repair - Alicia Parkway at Community Center Drive, CIP No. 112, and authorize the filing of the Notice of Completion and subsequent release of retention in 35 days, if no liens have been filed.

4.6 Award of Contract for El Toro Road Eastbound Farside Paseo De Valencia Bus Stop and Shelter Passenger Amenity Improvements, CIP No. 517

Recommendation: That the City Council: 1) Find that the El Toro Road Eastbound Farside Paseo de Valencia Bus Stop and Shelter Passenger Amenity Improvements, CIP No. 517, (the Project) is Categorically Exempt from the California Environmental Quality Act (CEQA), as a Class 1 Existing Facilities, Pursuant to CEQA Guidelines, Section 15301; 2) Award the Contract for El Toro Road Eastbound Farside Paseo de Valencia Bus Stop and Shelter Passenger Amenity Improvements, CIP No. 517, to OCLA Construction & Engineering, Inc., in the low bid amount of \$33,600.00; 3) Waive minor bid irregularities; 4) Reject all other bids; and (5) Authorize the Mayor to sign the construction contract.

4.7 Proposed Consulting Services Agreement with Ralph Andersen & Associates for a Staffing Compensation and Classification Study

Recommendation: That the City Council approve the proposed Consulting Services Agreement with Ralph Andersen & Associates for a Compensation and Classification Study and authorize the Interim City Manager to execute the Agreement.

ITEMS REMOVED FROM THE CONSENT CALENDAR**5. PLANNING AGENCY****5.1. ROLL CALL OF PLANNING AGENCY MEMBERS****5.2. PUBLIC COMMENTS**

This is the time to address the Planning Agency on any matter not listed on this Agenda that is within the subject matter jurisdiction of the Planning Agency. Public Comments are limited to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

5.3. APPROVAL OF MINUTES**5.3.1 Approval of Minutes for March 9, 2021, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the March 9, 2021, Regular Meeting.

5.4. ADMINISTRATIVE REPORTS**5.5. PLANNING AGENCY PUBLIC HEARINGS****PLANNING AGENCY ADJOURNMENT****6. CITY COUNCIL PUBLIC HEARINGS****7. ADMINISTRATIVE REPORTS****7.1. City Manager****7.2. Deputy City Manager/Community Services Director****7.2.1 Website Redesign Project**

Recommendation: That the City Council approve the staff planning of a website re-design, layout of web tools, and the selection of a new website color palette.

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS**8.1. Mayor Pezold****8.1.1 Development of Private Slope Landscape Maintenance Guidelines**

Recommendation: Mayor Pezold recommends that the City Council direct staff to develop private slope landscape maintenance guidelines as recommendations to improve the landscape coverage, maintenance consistency and aesthetics of the community and return the guidelines to the City Council for further discussion.

9. CITY COUNCIL MEMBER COMMITTEE REPORTS**10. CITY COUNCIL MEMBER COMMENTS****ADJOURNMENT**

The next Regular Meeting of the City Council/Planning Agency will be April 13, 2021, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by March 19, 2021, at 5:00 pm.



City Clerk

March 18, 2021

Date

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (949) 707-2635. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 24035 El Toro Road, Laguna Hills, California, during normal business hours.

City Council Members receive no additional compensation or stipend as a result of simultaneously convening meetings of the Laguna Hills Planning Agency.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: March 23, 2021
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Interim City Manager/Public Services Director
ISSUE: Schedule of Future Events

RECOMMENDATION: That the City Manager announce the upcoming City events for the month of April 2021.

SUMMARY:

The following is a list of upcoming events for the City of Laguna Hills in the month of April 2021:

Parks and Recreation Commission Meeting

Wednesday, April 7th, 7:00p.m., at the Laguna Hills Civic Center Council Chamber

Regular City Council Meeting

Tuesday, April 13th, 7:00p.m., at the Laguna Hills Civic Center Council Chamber

Rooted Campaign, Arbor Day Park Planting Event

Saturday, April 17th, 9:00a.m., at El Conejo Park

Special City Council Meeting, Strategic Planning Session

Tuesday, April 20th, 5:00p.m., at the Laguna Hills Community Center

Regular City Council Meeting

Tuesday, April 27th, 7:00p.m., at the Laguna Hills Civic Center Council Chamber



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: March 23, 2021
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for March 9, 2021, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the March 9, 2021, Regular Meeting.

ATTACHMENTS:

- 210309 CC Minutes

**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY**

**REGULAR MEETING
MINUTES
Tuesday, March 9, 2021**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Mayor Pezold.

INVOCATION: Council Member Heft

PLEDGE OF ALLEGIANCE: Council Member Hunt

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Erica Pezold	Mayor	Present	
Don Sedgwick	Mayor Pro Tempore	Present	
Janine Heft	Council Member	Present	
Bill Hunt	Council Member	Present	
Dave Wheeler	Council Member	Present	

1. PRESENTATIONS AND PROCLAMATIONS

1.1 Laguna Hills High School Student Liaison

Recommendation: The City Council received an oral report from Laguna Hills High School Student Liaison Kory Arfania.

2. SCHEDULE OF FUTURE EVENTS

2.1 Schedule of Future Events

Recommendation: That the City Council announce the upcoming events for the month of March 2021.

Mayor Pezold introduced Interim City Manager Rosenfield who announced the upcoming events provided in the staff report.

3. PUBLIC COMMENTS

The following individuals submitted electronic public comments on non-agendized items that were received, forwarded to the Council prior to the meeting, and announced into the record by Assistant City Clerk Lee:

Alfred Polidoro, a resident of Laguna Hills, submitted an email opposing reconsideration of city memberships.

Anne Taylor-Loughran, a resident of Laguna Hills, submitted an email suggesting the consideration of medical marijuana at the old mall site and an email requesting the City produce something similar to the City of Mission Viejo's Newsletter.

The following individuals addressed the City Council on non-agendized items:

Jim Ford, a resident of Laguna Hills, spoke regarding various issues, including the reading of electronic public comments, landscape maintenance, and crime and safety.

4. CONSENT CALENDAR

Motion to approve the Consent Calendar.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Council Member
SECONDER:	Dave Wheeler, Council Member
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member

4.1 Waive Reading in Full of all Ordinances and Resolutions on the Agenda

Recommendation: That the City Council waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

4.2 Approval of Minutes for February 23, 2021, Regular Meeting

Recommendation: That the City Council approve the Minutes for the February 23, 2021, Regular Meeting.

4.3 Ratification of March 9, 2021, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from February 12, 2021, to March 1, 2021, in the amount of \$1,091,414.83.

4.4 City Council Review and Confirmation of the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus

Recommendation: That the City Council review and confirm the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus

4.5 Progress Payment No. 1, for Water Quality Improvement Catch Basin Debris Gate Project Phase IX, CIP No. 412-I

Recommendation: That the City Council approve Progress Payment No. 1, in the net amount of \$131,520.85, to G2 Construction, Inc., for Water Quality Improvement Catch Basin Debris Gate Project Phase IX, CIP No. 412-I.

ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items removed from the Consent Calendar.

5. PLANNING AGENCY

Mayor Pezold recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:13 p.m.

5.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Erica Pezold	Chair	Present	
Don Sedgwick	Vice Chair	Present	
Janine Heft	Agency Member	Present	
Bill Hunt	Agency Member	Present	
Dave Wheeler	Agency Member	Present	

5.2. PUBLIC COMMENTS

There were no Planning Agency public comments on non-agendized items.

5.3. APPROVAL OF MINUTES

5.3.1 Approval of Minutes for February 23, 2021, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the February 23, 2021, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Vice Chair
SECONDER:	Janine Heft, Agency Member
AYES:	Erica Pezold, Chair; Don Sedgwick, Vice Chair; Janine Heft, Agency Member; Bill Hunt, Agency Member; Dave Wheeler, Agency Member

5.4. ADMINISTRATIVE REPORTS

There were no Planning Agency administrative reports.

5.5. PLANNING AGENCY PUBLIC HEARINGS

5.5.1 Conditional Use Permit No. 0053-2021 (Starbucks)/Conditional Use Permit No. 0054-2021 (Plant Power)/Site Development Permit No. 0031-2020, a Request by Clay Toombs on Behalf of EMJ, Ltd. to Construct a New 2,175 Square-Foot Drive-Thru Restaurant (Starbucks), a New 2,503 Square-Foot Drive-Thru Restaurant (Plant Power), and Related Site Improvements on a Portion of a 2.4-Acre Commercial Property at 24888 Alicia Parkway, in the Neighborhood Mixed Use (NMU) Zoning District.

Community Development Director Chantarangsu reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Council requests for additional information.

Chair Pezold opened the Public Hearing.

Clay Toombs, project applicant on behalf of EMJ, Ltd., provided information on the project, responded to Council requests for additional information and agreed to abide by the conditions of approval.

Justin Tucker, Transportation Engineer at Linscott, Law & Greenspan Engineers provided a PowerPoint presentation on the project's Parking

and Traffic Study and responded to Council requests for additional information.

The following individuals addressed the City Council on this item:

Ralph Perovano, a resident of Laguna Hills, spoke regarding concerns of traffic increase on Bentley Lane and Alicia Parkway due to the project.

Michael Whaling, spoke regarding the parking queues and egress for the project.

Chair Pezold closed the Public Hearing.

Recommendation: That the Planning Agency:

- 1) Conduct a Public Hearing for Conditional Use Permit No. 0053-2021 (Starbucks)/Conditional Use Permit No. 0054-2021 (Plant Power)/Site Development Permit No. 0031-2020;
- 2) Find and determine that the proposed Project is consistent with the Class 3 Categorical Exemption determination made for this Project in connection with the previous approval of USE-0015-2020 by the Planning Agency on December 8, 2020, (Notice of Exemption filed on December 15, 2020), and determine that no further environmental review is required;
- 3) Adopt Resolution No. PA2021-03-09-1: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Site Development Permit (SDP) No. 0031-2020, a request by Clay Toombs on behalf of EMJ, Ltd. to construct a new 2,175 square-foot drive-thru restaurant (Starbucks), a new 2,503 square-foot drive-thru restaurant (Plant Power), and related site improvements on a portion of a 2.46-acre commercial property at 24888 Alicia Parkway";
- 4) Adopt Resolution No. PA2021-03-09-2: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 0053-2021 a request by Clay Toombs on behalf of EMJ, Ltd. to allow the operation of a new 2,175 square-foot Starbucks drive-thru restaurant at 24888 Alicia Parkway"; and

5) Adopt Resolution No. PA2021-03-09-3: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 0054-2021, a request by Clay Toombs on behalf of EMJ, Ltd. to allow the operation of a new 2,503 square-foot Plant Power drive-thru restaurant at 24888 Alicia Parkway."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Vice Chair
SECONDER:	Bill Hunt, Agency Member
AYES:	Erica Pezold, Chair; Don Sedgwick, Vice Chair; Janine Heft, Agency Member; Bill Hunt, Agency Member; Dave Wheeler, Agency Member

PLANNING AGENCY ADJOURNMENT

Chair Pezold adjourned the Planning Agency Meeting at 8:25 p.m. All Council Members were present in chamber.

6. CITY COUNCIL PUBLIC HEARINGS

There were no City Council public hearings.

7. ADMINISTRATIVE REPORTS

7.1. City Manager

7.1.1 2020 City Manager's Year End Report

Interim City Manager Rosenfield reviewed the information provided in the staff report.

Recommendation: That the City Council receive and file the report.

RESULT:	RECEIVE AND FILE [UNANIMOUS]
MOVER:	Janine Heft, Council Member
SECONDER:	Dave Wheeler, Council Member
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member

7.1.2 Legislative Update for the 2021-2022 Regular Session of the California State Legislature and Positions to be Taken on Proposed Legislation Including Senate Bill 9, Senate Bill 10, Senate Bill 278 and Assembly Bill 339

Interim City Manager Rosenfield reviewed the information provided in the staff report.

Recommendation: That the City Council affirm the position to Oppose Unless Amended on Senate Bill 9, approve of an Oppose position to Senate Bill 278, approve of an Oppose position to Assembly Bill 339 and take a Watch position on other Legislation until later in the Legislative Calendar.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dave Wheeler, Council Member
SECONDER:	Janine Heft, Council Member
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member

A motion was made to support SB75 and AB259 by Council Member Heft, seconded by Mayor Pro Tempore Sedgwick.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Council Member
SECONDER:	Don Sedgwick, Mayor Pro Tempore
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member

7.2. Deputy City Manager/Community Services Director

7.2.1 Rooted Volunteer Campaign/Volunteer Connection Day 2021 and Arbor Day Recognition

Community Services Superintendent Meehan reviewed the information provided in the staff report and responded to Council requests for additional information.

Recommendation: That the City Council direct staff to offer two additional “Rooted Volunteer Campaign” events this fiscal year as described in this

staff report and authorize the Mayor to sign the attached Arbor Day Proclamation as required by the Arbor Day Foundation for the Tree City USA Certification.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bill Hunt, Council Member
SECONDER:	Don Sedgwick, Mayor Pro Tempore
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member

7.3. Chief of Police Services

7.3.1 2020 Laguna Hills Police Services Annual Report Including Crime Statistics and Enforcement Actions and Update on the Work Program Related to Automated License Plate Readers (ALPRs)

Chief of Police Services Capt. Stiverson reviewed the information provided in the staff report, and responded to Council requests for additional information.

Recommendation: That the City Council: 1) Receive and file the 2020 Laguna Hills Police Services Annual Report; and 2) Direct staff to seek proposals for the first phase implementation of ALPRs near Interstate 5 Freeway off-ramp areas leading into the City.

Jesse Mund, Territory Account Manager for Flock Safety, provided a PowerPoint presentation on Flock Safety and responded to Council requests for additional information.

A motion to direct staff to research license plate readers in the amount of 10 ALPRs at \$2,500 per piece, including researching what is available, what other cities have done, what procurement methodology is available under our municipal code, and whether sole sourcing is a viable option or not was made by Mayor Pro Tempore Sedgwick, seconded by Council Member Heft.

The following individuals submitted electronic public comments on this item that were received, forwarded to the Council prior to the meeting, and announced into the record by Assistant City Clerk Lee:

Michael and Roberta Austin, Lauren Helsel, Aurie Vochoska, and Robin Jochims, all residents of Laguna Hills, submitted electronic comments in favor of installing ALPRs throughout the City.

Adam Brohimer, a resident of Laguna Hills, submitted an electronic comment in opposition of installing ALPRs throughout the City.

A substitute motion was made to deviate from the procurement code and award a sole source contract to Flock Safety in the amount of 10 ALPRs by Mayor Pezold and no second was made. As a result, no action was taken on this motion.

Mayor Pezold called for a vote on the original motion as moved by Mayor Pro Tempore Sedgwick, seconded by Council Member Heft.

RESULT:	APPROVED [4 TO 1]
MOVER:	Don Sedgwick, Mayor Pro Tempore
SECONDER:	Janine Heft, Council Member
AYES:	Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member
NAYS:	Erica Pezold, Mayor

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

8.1. Council Member Wheeler

8.1.1 Community Crime Reports with an Emphasis on the Laguna Village Development Area

Recommendation: That the City Council: 1) Discuss community reports of increased crime incidents in Laguna Hills with an emphasis on the Laguna Village development area; and 2) Direct staff to provide a report on the recent past crime incidents and steps being taken to address these issues.

Council Member Wheeler requested that the Council take no action on this item.

9. CITY COUNCIL MEMBER COMMITTEE REPORTS**Council Member Wheeler**

Council Member Wheeler reported on the Association of California Cities-Orange County Board of Directors meeting of February 25, 2021.

Council Member Wheeler reported on the South Orange County Watershed Management Area Executive Committee meeting of March 4, 2021.

10. CITY COUNCIL MEMBER COMMENTS**Council Member Heft**

Council Member Heft indicated that she forwarded information regarding the decommissioning of the San Onofre Nuclear Generating Station (SONGS) to Interim City Manager Rosenfield.

Council Member Hunt

Council Member Hunt requested that the issue of reading electronic public comments into the record be agendized for a future meeting and received a second from Mayor Pezold.

Council Member Wheeler

Council Member Wheeler requested that the issue of reviewing City Council Policy 120 be agendized for a future meeting and received a second from Council Member Heft.

Mayor Pezold

Mayor Pezold requested that the issue of slope maintenance be agendized for a future meeting and received a second from Council Member Heft.

Mayor Pro Tempore Sedgwick

Mayor Pro Tempore Sedgwick reported that the Orange County Fire Authority recently proposed a contract that was pulled from the agenda due to using sole source and not going out to bid.

Mayor Pro Tempore Sedgwick spoke regarding detrimental trends in the community due to the COVID-19 pandemic.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Pezold declared the meeting adjourned at 10:21 p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Erica Pezold, Mayor

Approved at meeting of March 23, 2021



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: March 23, 2021
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Ratification of March 23, 2021, Warrant Register

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from March 2, 2021, to March 11, 2021, in the amount of \$1,095,347.78.

SUMMARY:

The City issues accounts payable disbursements on a regular basis and presents it to City Council for ratification at its next regularly scheduled City Council Meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from March 2, 2021, to March 11, 2021, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

ATTACHMENTS:

- Warrant Register - March 23, 2021
- Warrant Register, Payables Detail Report - March 23, 2021



City of Laguna Hills, CA

Warrant Register - March 23, 2021

By Check Number

Date Range: 03/02/2021 - 03/11/2021

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
8818993	A-0138	ALL CITY MANAGEMENT, INC.	03/04/2021	7,591.82
8818994	A-0327	ASSOCIATION OF CA CITIES -OC	03/04/2021	8,407.00
8818995	C-1139	COMPLETE OFFICE OF CALIFORNIA	03/04/2021	715.29
8818996	C-0023	COX COMMUNICATION	03/04/2021	617.83
8818997	D-0561	DOCU-TRUST	03/04/2021	75.00
8818998	E-0504	EL TORO WATER DISTRICT	03/04/2021	7,645.96
8818999	F-0604	FEDERAL EXPRESS CORPORATION	03/04/2021	120.68
8819000	K-1196	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	03/04/2021	8,532.50
8819001	M-1600	MERCY HOUSE LIVING CENTERS, INC.	03/04/2021	600.00
8819002	M-1590	MILLENNIUM ALARM SYSTEMS, INC.	03/04/2021	1,495.00
8819003	M-1388	MOBILE MINI, INC.	03/04/2021	82.97
8819004	M-1302	MOULTON NIGUEL WATER DISTRICT	03/04/2021	2,973.90
8819005	N-1493	NEXUSTEK	03/04/2021	925.00
8819006	O-1546	OFFICE SOLUTIONS	03/04/2021	501.47
8819007	Q-1717	QUADIENT FINANCE USA, INC.	03/04/2021	999.59
8819008	R-1946	RK ENGINEERING GROUP, INC.	03/04/2021	540.00
8819009	R-1981	RSM US LLP	03/04/2021	9,975.00
8819010	S-1949	SMART & FINAL	03/04/2021	94.59
8819011	S-1904	SOUTHERN CALIFORNIA EDISON	03/04/2021	13,379.73
8819012	S-2295	SOUTHERN COMPUTER WAREHOUSE	03/04/2021	1,067.85
8819013	S-2095	STONE IMAGERY	03/04/2021	253.21
8819014	S-2209	STUDIO TWO BLACK DIAMOND	03/04/2021	37.71
8819015	T-2698	TPX COMMUNICATIONS	03/04/2021	548.95
8819016	V-2249	US BANK VOYAGER FLEET SYSTEM	03/04/2021	507.61
8819017	A-0359	ANDERSON PENNA PARTNERS, INC.	03/11/2021	18,909.50
8819018	B-0304	BEE MAN, THE	03/11/2021	470.00
8819019	C-1144	CHARLES ABBOTT ASSOCIATES, INC	03/11/2021	33,630.69
8819020	C-1209	CLIFTONLARSONALLEN LLP	03/11/2021	590.00
8819021	C-1208	COMET ELECTRIC, INC.	03/11/2021	34,177.20
8819022	C-1122	CROSSTOWN ELECTRICAL & DATA, INC.	03/11/2021	47,009.48
8819023	D-0461	DATA TICKET, INC.	03/11/2021	437.72
8819024	D-0541	DIAMOND ENVIRONMENTAL SERVICES	03/11/2021	2,897.48
8819025	E-0554	ECONOMICS, INC.	03/11/2021	17,091.32
8819026	C-1190	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	03/11/2021	1,388.00
8819027	G-0862	GRANICUS	03/11/2021	4,853.52
8819028	H-0829	HARTZOG & CRABILL, INC.	03/11/2021	4,569.38
8819029	H-0960	HR GREEN PACIFIC, INC.	03/11/2021	37,814.93
8819030	I-0942	IRVINE RANCH WATER DISTRICT	03/11/2021	84.42
8819031	J-1057	JAMEY CLARK, INC.	03/11/2021	2,376.00
8819032	M-1583	MOORE IACOFANO GOLTSMAN, INC.	03/11/2021	1,260.00
8819033	M-1302	MOULTON NIGUEL WATER DISTRICT	03/11/2021	7,910.03
8819034	N-1474	NIEVES LANDSCAPE, INC.	03/11/2021	89,497.86
8819035	O-1575	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER PARTNERSHIP	03/11/2021	1,886.00
8819036	P-1839	PAPER DEPOT	03/11/2021	25.80
8819037	P-1834	PLACEWORKS, INC.	03/11/2021	6,418.35
8819038	R-1976	REAL ESTATE CONSULTING & SERVICES, INC.	03/11/2021	280.00
8819039	R-1813	RPW SERVICES, INC.	03/11/2021	555.30
8819040	S-1902	SAN DIEGO GAS & ELECTRIC	03/11/2021	10,516.36
8819041	S-1904	SOUTHERN CALIFORNIA EDISON	03/11/2021	87.55
8819042	S-2250	SPARKLETTES	03/11/2021	119.35
8819043	S-2209	STUDIO TWO BLACK DIAMOND	03/11/2021	37.95
8819044	S-2201	SUNSET PROPERTY SERVICES JONSET CORPORATION	03/11/2021	15,117.87
8819045	W-2302	THOMSON REUTERS - WEST	03/11/2021	266.61

Attachment: Warrant Register - March 23, 2021 (2371 : Warrant Register, March 23, 2021)

Warrant Register - March 23, 2021

Check Number	Vendor Number	Vendor Name
8819046	U-2165	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
8819047	W-2337	WEST COAST ARBORISTS, INC.
8819048	W-2448	WEST GATE CONTRACTOR

Date Range: 03/02/2021 - 03/11/2021

Payment Date	Payment Amount
03/11/2021	238.13
03/11/2021	404.40
03/11/2021	10,500.00
Total Regular:	419,109.86

Attachment: Warrant Register - March 23, 2021 (2371 : Warrant Register, March 23, 2021)

Warrant Register - March 23, 2021

Date Range: 03/02/2021 - 03/11/2021

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0001530	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	03/11/2021	676,237.92
Total Bank Draft:				676,237.92

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	84	56	0.00	419,109.86
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	676,237.92
EFT's	0	0	0.00	0.00
	85	57	0.00	1,095,347.78

Attachment: Warrant Register - March 23, 2021 (2371 : Warrant Register, March 23, 2021)

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	84	56	0.00	419,109.86
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	676,237.92
EFT's	0	0	0.00	0.00
	85	57	0.00	1,095,347.78

Fund Summary

Fund	Name	Period	Amount
998	POOL	3/2021	1,095,347.78
			1,095,347.78



City of Laguna Hills, CA

Warrant Register - Payables Detail Report

By Fund

Payment Dates 03/02/2021 - 03/11/2021

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 100 - GENERAL FUND					
03/04/2021	COX COMMUNICATION	021721	T-1 Line, Feb '21	100-195-630000	406.02
03/04/2021	COX COMMUNICATION	021821	Cable, City Hall, Feb '21	100-195-630000	32.19
03/04/2021	COX COMMUNICATION	021921	WiFi, City Hall, Feb '21	100-195-630000	179.62
03/04/2021	QUADIENT FINANCE USA, INC.	022421	Postage Replenishment, Feb '21	100-195-625000	999.59
03/04/2021	MOULTON NIGUEL WATER DISTRICT	030321	Water Usage, Public Services & Com Ctr, Jan '21	100-310-635100	541.70
03/04/2021	SOUTHERN CALIFORNIA EDISON	030321	Street Lights, Traffic Control, Jan '21	100-355-631000	743.10
03/04/2021	SOUTHERN CALIFORNIA EDISON	030321	Street Lights, Traffic Control, Jan '21	100-355-631400	12,636.63
03/04/2021	EL TORO WATER DISTRICT	030321	Water Usage, Public Services, Feb '21	100-355-635000	7,645.96
03/04/2021	MOULTON NIGUEL WATER DISTRICT	030321	Water Usage, Public Services & Com Ctr, Jan '21	100-355-635000	2,432.20
03/04/2021	MILLENNIUM ALARM SYSTEMS, INC.	040802-4199	Camera Replacement, Oct '20	100-195-720050	1,495.00
03/04/2021	DOCU-TRUST	042374	Offsite Data Storage, Feb '21	100-155-700030	75.00
03/04/2021	TPX COMMUNICATIONS	140453366-0	Communications Expense, Mar '21	100-195-630000	548.95
03/04/2021	RK ENGINEERING GROUP, INC.	210206	Engineering Services, USE-0031-2020, Feb '21	100-000-223000	540.00
03/04/2021	RK ENGINEERING GROUP, INC.	210206	Engineering Services, USE-0031-2020, Feb '21	100-000-452000	(540.00)
03/04/2021	RK ENGINEERING GROUP, INC.	210206	Engineering Services, USE-0031-2020, Feb '21	100-225-700201	540.00
03/04/2021	NEXUSTEK	229817	Professional Services, Software Support, Jan '21	100-195-720050	925.00
03/04/2021	COMPLETE OFFICE OF CALIFORNIA	2518699-0	Computer Supplies, Dec '20	100-195-621000	279.06
03/04/2021	COMPLETE OFFICE OF CALIFORNIA	2536796-0	Computer Supplies, Feb '21	100-195-621000	341.03
03/04/2021	COMPLETE OFFICE OF CALIFORNIA	2536898-0	Computer Supplies, Feb '21	100-195-621000	95.20
03/04/2021	STONE IMAGERY	27005	Office Supplies, Feb '21	100-155-620000	253.21
03/04/2021	ASSOCIATION OF CA CITIES -OC	2702	Membership, 2021	100-155-610002	8,407.00
03/04/2021	SMART & FINAL	3831400009003	Office & Operating Supplies, Feb '21	100-155-622000	58.93
03/04/2021	SMART & FINAL	3831400009003	Office & Operating Supplies, Feb '21	100-195-620000	15.69
03/04/2021	SMART & FINAL	3831400009003	Office & Operating Supplies, Feb '21	100-195-622000	19.97
03/04/2021	MERCY HOUSE LIVING CENTERS, INC.	5003-20-11	Contract Services - Homelessness, Nov '20	100-310-720302	600.00
03/04/2021	RSM US LLP	6229202	Computer Consulting Services, Feb	100-195-700090	9,975.00
03/04/2021	ALL CITY MANAGEMENT, INC.	69282	Crossing Guard Services, 2/7/21 - 2/20/21	100-420-720822	4,318.70
03/04/2021	FEDERAL EXPRESS CORPORATION	7-275-74356	Delivery Services, Feb '21	100-195-625000	73.64
03/04/2021	FEDERAL EXPRESS CORPORATION	7-282-77670	Delivery Services, Feb '21	100-195-625000	47.04
03/04/2021	US BANK VOYAGER FLEET SYSTEM	869321919109 COMDEV	Vehicle Fuel, Feb '21	100-225-613100	110.72
03/04/2021	US BANK VOYAGER FLEET SYSTEM	869322032109 POLSVCS	Vehicle Fuel, Feb '21	100-420-613100	172.64
03/04/2021	US BANK VOYAGER FLEET SYSTEM	869322040109 PUBWKS	Vehicle Fuel, Feb '21	100-355-613100	224.25
03/04/2021	MOBILE MINI, INC.	9010033380	Storage Rental, Community Center, 2/23 - 3/22/21	100-310-641000	82.97
03/04/2021	STUDIO TWO BLACK DIAMOND	97129	Printing Services, Feb '21	100-195-623000	37.71
03/04/2021	OFFICE SOLUTIONS	I-01843819	Office Supplies, Feb '21	100-195-620000	185.66
03/04/2021	OFFICE SOLUTIONS	I-01843824	Office Supplies, Feb '21	100-195-620000	52.65
03/04/2021	OFFICE SOLUTIONS	I-01846591	Office Supplies, Feb '21	100-195-620000	263.16
03/04/2021	SOUTHERN COMPUTER WAREHOUSE	IN-000680034	Computer Supplies, Feb '21	100-195-940000	391.69
03/04/2021	SOUTHERN COMPUTER WAREHOUSE	IN-000680067	Computer Supplies, Feb '21	100-195-940000	671.16
03/04/2021	SOUTHERN COMPUTER WAREHOUSE	IN-000680162	Computer Supplies, Feb '21	100-195-940000	5.00
03/11/2021	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER	0000506328	Legal Advertising, Jan-Feb '21	100-155-624001	1,886.00
03/11/2021	MOORE IACOFANO GOLTSMAN, INC.	0055826	Professional Services, Sep '18	100-225-700200	1,260.00
03/11/2021	IRVINE RANCH WATER DISTRICT	030221	Water Usage, Public Services, Feb '21	100-355-635000	84.42
03/11/2021	SAN DIEGO GAS & ELECTRIC	030921	Street Lights, Traffic Control, Feb '21	100-355-631400	10,516.36
03/11/2021	SOUTHERN CALIFORNIA EDISON	031021	Street Lights, Traffic Control, Feb '21	100-355-631000	44.08

Attachment: Warrant Register, Payables Detail Report - March 23, 2021 (2371 : Warrant Register, March 23, 2021)

Warrant Register - Payables Detail Report

Payment Dates: 03/02/2021 - 03/11/2021

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
03/11/2021	SOUTHERN CALIFORNIA EDISON	031021	Street Lights, Traffic Control, Feb '21	100-355-631400	43.47
03/11/2021	MOULTON NIGUEL WATER DISTRICT	031021	Water Usage, Public Services, Feb '21	100-355-635000	7,910.03
03/11/2021	COMET ELECTRIC, INC.	10524	CIP 112, Progress Payment #2	100-000-201001	(1,798.80)
03/11/2021	COMET ELECTRIC, INC.	10524	CIP 112, Progress Payment #2	100-600-790600	35,976.00
03/11/2021	BEE MAN, THE	113195	Bee Removal, Public Services, Feb '21	100-355-720701	175.00
03/11/2021	BEE MAN, THE	113260	Bee Removal, Public Services, Feb '21	100-355-720701	295.00
03/11/2021	ANDERSON PENNA PARTNERS, INC.	113680	Inspection Services, Dec '20 - Jan '21	100-355-700255	18,909.50
03/11/2021	DATA TICKET, INC.	122488	Process Fee, Parking Citations, Feb	100-420-720823	437.72
03/11/2021	SUNSET PROPERTY SERVICES JONSET CORPORATION	124019	Street Sweeping Services, Feb '21	100-355-720410	1,829.59
03/11/2021	SUNSET PROPERTY SERVICES JONSET CORPORATION	124033	Pressure Washing Services, Feb '21	100-355-720410	119.00
03/11/2021	SUNSET PROPERTY SERVICES JONSET CORPORATION	124050	Street Sweeping Services, Feb '21	100-355-720410	11,926.76
03/11/2021	SUNSET PROPERTY SERVICES JONSET CORPORATION	124058	Street Sweeping Services, Jan '21	100-355-720410	936.20
03/11/2021	SUNSET PROPERTY SERVICES JONSET CORPORATION	124059	Street Sweeping Services, Feb '21	100-355-720410	98.24
03/11/2021	GRANICUS	134787	Agenda Software, 1/1/21 - 3/31/21	100-195-720050	4,853.52
03/11/2021	REAL ESTATE CONSULTING & SERVICES, INC.	14090	Parks Contract Repair, Feb '21	100-355-720701	280.00
03/11/2021	HR GREEN PACIFIC, INC.	141359	Building Services, Community Development, Jan '21	100-225-700000	22,140.00
03/11/2021	HR GREEN PACIFIC, INC.	141360	Plan Check, Community Development, Jan '21	100-225-700000	15,674.93
03/11/2021	WEST COAST ARBORISTS, INC.	169587	Tree Trimming Services, Jan '21	100-355-720702	404.40
03/11/2021	HARTZOG & CRABILL, INC.	21-0037	Traffic Sig Mgmt Svcs, CIP 168-G & 168-I, Jan '21	100-000-120004	375.00
03/11/2021	HARTZOG & CRABILL, INC.	21-0037	Traffic Sig Mgmt Svcs, CIP 168-G & 168-I, Jan '21	100-355-700101	3,756.88
03/11/2021	HARTZOG & CRABILL, INC.	21-0037	Traffic Sig Mgmt Svcs, CIP 168-G & 168-I, Jan '21	100-600-790600	437.50
03/11/2021	WEST GATE CONTRACTOR	22	Graffiti Removal, Public Services, Feb '21	100-355-720500	10,500.00
03/11/2021	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	220210371	Street Maintenance, Feb '21	100-355-720400	123.85
03/11/2021	RPW SERVICES, INC.	23214	Rodent Control, Public Services, Jan '21	100-355-720700	555.30
03/11/2021	CLIFTONLARSONALLEN LLP	2716576	Partial Audit Fees, 19/20	100-155-700051	590.00
03/11/2021	CROSSTOWN ELECTRICAL & DATA, SPARKLETTS	3433 - 3467	Traffic Signal Maintenance, Feb '21	100-355-720420	42,136.68
03/11/2021	CROSSTOWN ELECTRICAL & DATA, SPARKLETTS	4228482 022621	Operating Supplies, Feb '21	100-195-622000	119.35
03/11/2021	CROSSTOWN ELECTRICAL & DATA, CHARLES ABBOTT ASSOCIATES, INC	4296-21-002	Traffic Signal Maintenance, Feb '21	100-355-720420	4,872.80
03/11/2021	CHARLES ABBOTT ASSOCIATES, INC	62225	Road Maintenance, Feb '21	100-355-720400	33,630.69
03/11/2021	NIEVES LANDSCAPE, INC.	69147	Monthly and Misc Landscape, Feb	100-355-720700	84,508.00
03/11/2021	NIEVES LANDSCAPE, INC.	69262	Monthly and Misc Landscape, Feb	100-355-720700	82.72
03/11/2021	NIEVES LANDSCAPE, INC.	69276	Monthly and Misc Landscape, Feb	100-355-720700	4,281.48
03/11/2021	NIEVES LANDSCAPE, INC.	69277	Monthly and Misc Landscape, Feb	100-355-720700	625.66
03/11/2021	JAMEY CLARK, INC.	72345	Graffiti Removal, Public Services, Feb '21	100-355-720500	376.00
03/11/2021	JAMEY CLARK, INC.	72353	Park Repairs, Public Services, Mar '21	100-355-720701	2,000.00
03/11/2021	THOMSON REUTERS - WEST	843917457	Subscription, City Clerk, Feb '21	100-155-626000	266.61
03/11/2021	STUDIO TWO BLACK DIAMOND	97198	Printing Services, Mar '21	100-195-623000	37.95
03/11/2021	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	dsb20200290	Street Maintenance, Jan '21	100-355-720400	57.14
03/11/2021	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	dsb20200919	Street Maintenance, Feb '21	100-355-720400	57.14
03/11/2021	PAPER DEPOT	IN15553-8483	Professional Services, City Clerk, Feb '21	100-155-700030	25.80
03/11/2021	OCSO LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	SH 58711	Law Enforcement Services, Mar '21	100-420-720800	676,237.92
03/11/2021	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	SH 58735	Fingerprint ID System Charges, Mar	100-420-720835	1,388.00

Fund 100 - GENERAL FUND Total: 1,056,926.93

Attachment: Warrant Register, Payables Detail Report - March 23, 2021 (2371 : Warrant Register, March 23, 2021)

Warrant Register - Payables Detail Report

Payment Dates: 03/02/2021 - 03/11/2021

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT					
03/04/2021	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	030121	Professional Services, Feb '21	101-000-223000	8,532.50
03/04/2021	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	030121	Professional Services, Feb '21	101-000-450000	(8,532.50)
03/04/2021	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	030121	Professional Services, Feb '21	101-225-700040	8,532.50
03/11/2021	PLACEWORKS, INC.	74569	Prof Services, Village at LH Expenses, Feb '21	101-000-223000	6,058.80
03/11/2021	PLACEWORKS, INC.	74569	Prof Services, Village at LH Expenses, Feb '21	101-000-450000	(6,058.80)
03/11/2021	PLACEWORKS, INC.	74569	Prof Services, Village at LH Expenses, Feb '21	101-225-700200	6,058.80
03/11/2021	PLACEWORKS, INC.	74644	Prof Services, Village at LH Expenses, Feb '21	101-000-223000	359.55
03/11/2021	PLACEWORKS, INC.	74644	Prof Services, Village at LH Expenses, Feb '21	101-000-450000	(359.55)
03/11/2021	PLACEWORKS, INC.	74644	Prof Services, Village at LH Expenses, Feb '21	101-225-700200	359.55
Fund 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT Total:					14,950.85
Fund: 307 - C & D FORFEITED DEPOSITS					
03/11/2021	ECONOMICS, INC.	2017-2018.44	Professional Services, Recycling Program, Feb '21	307-355-700000	17,091.32
Fund 307 - C & D FORFEITED DEPOSITS Total:					17,091.32
Fund: 430 - CARES Act Assistance - State					
03/04/2021	ALL CITY MANAGEMENT, INC.	69282	Crossing Guard Services, 2/7/21 - 2/20/21	430-420-720822	3,273.12
03/11/2021	DIAMOND ENVIRONMENTAL	0003127190	Contract Serv - Sanitation, Comm Ctr, Mar '21	430-420-721505	1,049.16
03/11/2021	DIAMOND ENVIRONMENTAL	0003127191	Contract Serv - Sanitation, Cabot Park, Mar '21	430-420-721505	924.16
03/11/2021	DIAMOND ENVIRONMENTAL	0003127192	Contract Serv - Sanitation, Civic Ctr, Mar '21	430-420-721505	924.16
03/11/2021	SUNSET PROPERTY SERVICES JONSET CORPORATION	124040	Contract Serv - Public Safety, COVID-19, Feb '21	430-420-720000	208.08
Fund 430 - CARES Act Assistance - State Total:					6,378.68
Fund: 600 - CAPITAL IMPROVEMENT PROJECT					
03/11/2021	COMET ELECTRIC, INC.	10524	CIP 112, Progress Payment #2	600-000-490100	(35,976.00)
03/11/2021	COMET ELECTRIC, INC.	10524	CIP 112, Progress Payment #2	600-251-950112	35,976.00
03/11/2021	HARTZOG & CRABILL, INC.	21-0037	Traffic Sig Mgmt Svcs, CIP 168-G & 168-I, Jan '21	600-000-490100	(437.50)
03/11/2021	HARTZOG & CRABILL, INC.	21-0037	Traffic Sig Mgmt Svcs, CIP 168-G & 168-I, Jan '21	600-251-950168	437.50
Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:					-
Grand Total:					1,095,347.78

Attachment: Warrant Register, Payables Detail Report - March 23, 2021 (2371 : Warrant Register, March 23, 2021)

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	1,056,926.93	1,056,926.93
101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT	14,950.85	14,950.85
307 - C & D FORFEITED DEPOSITS	17,091.32	17,091.32
430 - CARES Act Assistance - State	6,378.68	6,378.68
600 - CAPITAL IMPROVEMENT PROJECT	-	-
Grand Total:	1,095,347.78	1,095,347.78

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-120004	AcctsReceivable-	375.00	375.00
100-000-201001	Accounts Payable - Retention	(1,798.80)	(1,798.80)
100-000-223000	Plan Application Deposit	540.00	540.00
100-000-452000	Plan Check Fee - Fee Base	(540.00)	(540.00)
100-155-610002	Memberships and Dues - ACC-OC	8,407.00	8,407.00
100-155-620000	Office Supplies	253.21	253.21
100-155-622000	Operating Supplies	58.93	58.93
100-155-624001	Advertising - Legal	1,886.00	1,886.00
100-155-626000	Subscriptions & Books	266.61	266.61
100-155-700030	Professional Svcs- City Clerk	100.80	100.80
100-155-700051	Professional Services - Annual	590.00	590.00
100-195-620000	Office Supplies	517.16	517.16
100-195-621000	Computer Supplies	715.29	715.29
100-195-622000	Operating Supplies	139.32	139.32
100-195-623000	Printing	75.66	75.66
100-195-625000	Postage & Delivery	1,120.27	1,120.27
100-195-630000	Telephone & Communication	1,166.78	1,166.78
100-195-700090	Computer Consulting Services	9,975.00	9,975.00
100-195-720050	Contract Serv-Software Support	7,273.52	7,273.52
100-195-940000	Computer Hardware & Software	1,067.85	1,067.85
100-225-613100	Vehicle-Fuel	110.72	110.72
100-225-700000	Prof. Svcs - Building & Safety	37,814.93	37,814.93
100-225-700200	General Planning Services	1,260.00	1,260.00
100-225-700201	Plan Application	540.00	540.00
100-310-635100	Utilities - Water Comm Ctr	541.70	541.70
100-310-641000	Rent/Lease - Equipment	82.97	82.97
100-310-720302	Contract Services - Homelessness	600.00	600.00
100-355-613100	Vehicle-Fuel	224.25	224.25
100-355-631000	Utilities - Electric	787.18	787.18
100-355-631400	Electric-Street Lights/Signals	23,196.46	23,196.46
100-355-635000	Utilities - Water	18,072.61	18,072.61
100-355-700101	Traffic Engineer Services	3,756.88	3,756.88
100-355-700255	Improvement Inspection	18,909.50	18,909.50
100-355-720400	Street Maintenance	33,868.82	33,868.82
100-355-720410	Street Sweeping	14,909.79	14,909.79
100-355-720420	Traffic Signal Maintenance	47,009.48	47,009.48
100-355-720500	Graffiti Removal	10,876.00	10,876.00
100-355-720700	Landscape Maintenance Contract	90,053.16	90,053.16
100-355-720701	Parks Contract Repair	2,750.00	2,750.00
100-355-720702	Tree Maintenance	404.40	404.40
100-420-613100	Vehicle-Fuel	172.64	172.64
100-420-720800	General Law Enforcement	676,237.92	676,237.92
100-420-720822	Crossing Guard Services	4,318.70	4,318.70
100-420-720823	Parking Citation Processing	437.72	437.72
100-420-720835	Fingerprint Identification Svc	1,388.00	1,388.00
100-600-790600	Transfers Out - Capital Imprv	36,413.50	36,413.50
101-000-223000	Plan Application Deposit	14,950.85	14,950.85
101-000-450000	Planning Fees	(14,950.85)	(14,950.85)

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Warrant Register - Payables Detail Report

Payment Dates: 03/02/2021 - 03/11/2021

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
101-225-700040	Consultant Services, Project	8,532.50	8,532.50
101-225-700200	Consultant Services, Planning	6,418.35	6,418.35
307-355-700000	Professional Services	17,091.32	17,091.32
430-420-720000	Contract Services - Public Safety,	208.08	208.08
430-420-720822	Contract Services - Crossing	3,273.12	3,273.12
430-420-721505	Contract Services-	2,897.48	2,897.48
600-000-490100	Transfer In- General Fund	(36,413.50)	(36,413.50)
600-251-950112	CIP-Traffic Signal	35,976.00	35,976.00
600-251-950168	TrafficSignalImprovCoordination	437.50	437.50
	Grand Total:	1,095,347.78	1,095,347.78

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,095,347.78	1,095,347.78
Grand Total:	1,095,347.78	1,095,347.78

Attachment: Warrant Register, Payables Detail Report - March 23, 2021 (2371 : Warrant Register, March 23, 2021)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: March 23, 2021

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Interim Director of Emergency Services/Interim City Manager

ISSUE: City Council Review and Confirmation of the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus and Confirmation of the Interim Director of Emergency Services/Interim City Manager's Executive Orders Related Thereto

RECOMMENDATION: That the City Council: 1) Review and confirm the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus; and 2) Confirm the Interim Director of Emergency Services/Interim City Manager's executive orders related thereto.

SUMMARY:

On March 18, 2020, the City Manager, acting in his capacity as Director of Emergency Services, proclaimed the existence of a local emergency relating to COVID-19 (the "coronavirus"), at which time the City Council was not in session. On March 24, 2020, during a special meeting the City Council ratified and confirmed the City Manager's proclamation declaring the existence of a local emergency. Since that time, the rate of infection and threat to public health and safety have not abated, as the number of cases continue to grow. As of March 4, 2021, there were more than 115 million worldwide cases of COVID-19, and 2.56 million deaths. Locally, there were 262,000 confirmed cases and 3,966 deaths in Orange County. Since then, the worldwide cases have increased to more than 121 million, and the worldwide deaths have increased to more than 2.68 million. County-wide, the number of confirmed cases has increase from 262,000 to 264,000 and deaths have increased from 3,966 to 4,511. Pursuant to Laguna Hills Municipal Code ("LHMC") Section 2-32.060, the City Council must review the necessity

Continuation of Local Emergency and Confirmation of Executive Orders

March 23, 2021

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for continuing the local emergency no less frequently than at every subsequent regular meeting of the City Council until the emergency is terminated. LPMC Section 2-32.150 further requires any rules and regulations, such as Executive Orders, issued by the Interim Director of Emergency Services/Interim City Manager that are reasonably related to the local emergency, such as for the protection of life and property as affected by the emergency, to be confirmed as soon as practicable by the City Council.

BACKGROUND:

On January 30, 2020, the World Health Organization ("WHO") declared the outbreak of COVID-19 a "public health emergency of international concern" and by March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020, the County of Orange and County Health Officer Dr. Nichole Quick declared a local emergency and a local health emergency to prepare for COVID-19, and on March 4, 2020, the Governor declared a State of Emergency in California allowing state agencies to take any action necessary to address COVID-19.

On March 11, 2020, the Governor and the California Department of Health issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19" determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of six (6) feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than ten (10) people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function.

Within a short period of time thereafter COVID-19 began to spread rapidly throughout California necessitating more stringent public health emergency orders. On March 12, 2020, the Governor issued Executive Order N-25-20, ordering that all residents are to heed the orders and guidance of state and local public health officials. Subsequently, on March 13, 2020, President Donald J. Trump declared a National

Continuation of Local Emergency and Confirmation of Executive Orders

March 23, 2021

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Emergency to provide disaster funding, speed up the United States response to the crisis created by COVID-19, and to offer maximum flexibility to attack the problem. By March 16, 2020, President Trump advised the public to avoid groups of more than ten (10) people to fight the COVID-19 outbreak. On March 17, 2020, the Orange County Health Officer issued a Public Health Order prohibiting all public and private gatherings of any number of people, including at places of work, occurring outside a single household or living unit, until March 31, 2020, except for the purposes of engaging in an Essential Activity, as defined. This Public Health Order was superseded by the State's Executive Order and continues in effect until further notice.

In light of these events, on March 18, 2020, the City Manager, acting as the Director of Emergency Services pursuant to LHMC Section 2-32.060(B), proclaimed the existence of a local emergency within the City of Laguna Hills by enacting Proclamation No. 2020-03-18-1, at which time the City Council was not in session. A copy of Proclamation No. 2020-03-18-1 is attached hereto. On March 24, 2020, the City Council unanimously ratified and confirmed the City Manager's proclamation declaring the existence of a local emergency during a special meeting, as required by LHMC Section 2-32.060(B).

In order to mitigate the impact of COVID-19 across the State, on March 19, 2020, the Governor issued Executive Order N-33-20, which directed and ordered all residents to: 1) immediately heed the current State public health directives; and 2) to stay at home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors. On March 22, 2020, President Donald J. Trump declared California a major disaster area, thereby making federal emergency aid available for the State to supplement state, tribal, and local recovery efforts in the areas affected by the COVID-19 pandemic beginning on January 1, 2020, and continuing.

Effective August 31, 2020, Governor Newsom implemented a "Blueprint for a Safer Economy," within the COVID-19 portion of the state's website at: <https://covid19.ca.gov/safer-economy/>, which allows the public to enter a County and a desired activity to verify if it is open. The system also labels each county's risk level using a four color-coded tier system for COVID-19 monitoring that will replace any former county-based monitoring systems. As you can see in the graphic below, the system is based on the amount of positive cases and positivity rates as either widespread, substantial, moderate or minimal.

Continuation of Local Emergency and Confirmation of Executive Orders
 March 23, 2021
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Your County Color Determines Operations		
COUNTY RISK LEVEL	NEW CASES	POSITIVE TESTS
WIDESPREAD Most non-essential indoor business operations are closed.	More than 7 Daily new cases (per 100k)	More than 8% Positive tests
SUBSTANTIAL Some non-essential indoor business operations are closed.	4-7 Daily new cases (per 100k)	5-8% Positive tests
MODERATE Some business operations are open with modifications.	1-3.9 Daily new cases (per 100k)	2-4.9% Positive tests
MINIMAL Most business operations are open with modifications.	Less than 1 Daily new cases (per 100k)	Less than 2% Positive tests

On December 3, 2020, Governor Newsom announced a new Regional Stay Home Order that will prohibit gatherings of any size, close operations except for critical infrastructure and retail, and require 100% masking and physical distancing. Orange County is part of the Southern California Region that includes the counties of Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura. This Regional Stay Home Order will go into effect within 24 hours in regions with less than 15% ICU availability. The order will remain in effect for at least 3 weeks and, after that period, will be lifted when a region's projected ICU capacity meets or exceeds 15% based on a weekly assessment. On December 6, 2020, the Southern California Region was placed on a Regional Stay at Home Order that ended on January 25, 2021. County restrictions return to their assigned risk level tier. On March 14, 2021, the County of Orange was moved up from the risk factor of Widespread to be labeled with a risk factor of Substantial.

As of March 4, 2021, there were more than 115 million worldwide cases of COVID-19, and 2.56 million deaths. Locally, there were 262,000 confirmed cases and 3,966 deaths in Orange County. Between March 4, 2021, and the date of publication of this staff report (March 18, 2021), the worldwide cases have increased to more than 121 million and the worldwide deaths have increased to more than 2.68 million. County-wide cases have increase from 262,000 to 264,000 and county-wide deaths have increased from 3,966 to 4,511. These figures continue to grow on a daily basis. The rate of infection,

Continuation of Local Emergency and Confirmation of Executive Orders

March 23, 2021

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potential impact to health care systems, and the threat to public health and safety have not abated. The state of local emergency continues to exist.

It is recommended that the City Council: 1) Review the necessity for continuing the local emergency related to the COVID-19 pandemic; and 2) Confirm the Interim Director of Emergency Services/Interim City Manager's executive orders related thereto. Based on the recommendations of the Interim Director of Emergency Services/Interim City Manager and the Chief of Police Services, it has been determined that the need for the locally declared emergency, pursuant to Proclamation No. 2020-03-18-1, continues to exist and should not be terminated at this time.

ATTACHMENTS:

- Proclamation No. 2020-03-18-1, Declaration of Existence of a Local Emergency
- Executive Order, Interim Director of Emergency Services/Interim City Manager, March 11, 2021

PROCLAMATION NO. 2020-03-18-1

A PROCLAMATION OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Laguna Hills Municipal Code Section 2-32.060 empowers the City Council (while in session), or the Director of Emergency Services (if the City Council is not in session), to declare the existence or threatened existence of a local emergency; and

WHEREAS, California Government Code Section 8550 *et seq.*, including Section 8558(c), authorizes the Director of Emergency Services to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness and in some cases death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a significant public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in numerous countries, with thousands of cases, including the United States; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern" and on March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020, the County of Orange declared a local emergency and a local health emergency. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on February 2, 2020, the federal government initiated the suspension of entry of foreign nationals who were in China during the 14-day period preceding their entry or attempted entry into the United States; and

WHEREAS, as of March 10, 2020, the WHO reported that, to date, 125,048 confirmed cases of COVID-19, 4,613 of which resulted in death, across 117 countries; and

WHEREAS, the Governor and the California Department of Health on March 11, 2020, issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19," determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020, issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS, President Donald J. Trump on March 13, 2020, declared a national emergency to provide disaster funding, speed up the United States response to the crisis created by COVID-19, and to offer maximum flexibility to attack the problem; and

WHEREAS, on March 15, 2020, Governor Newsome requested bars and nightclubs to close, restaurants to reduce capacity by half, and all Californians aged 65 and older to self-isolate; and

WHEREAS, on March 16, 2020, President Donald J. Trump advised the public to avoid groups of more than 10 people to fight the coronavirus outbreak; and

WHEREAS, the City of Laguna Hills has the authority to impose measures to promote social distancing including, but not limited to, limitations on public events; and

WHEREAS, the City of Laguna Hills is a significantly populated city within Orange County, which is the sixth largest county in the United States; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to the City of Laguna Hills and Orange County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City of Laguna Hills and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, the Director of Emergency Services has the authority to declare a local emergency as authorized by California Government Code Section 8630 and Laguna Hills Municipal Code Section 2-32.060.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND ORDERED BY DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF LAGUNA HILLS AS FOLLOWS:

Section 1. As contemplated in the Emergency Services Act contained in California Government Code Section 8550 *et seq.*, including Section 8558(c), and Chapter 2-32 of Title 2 of the Laguna Hills Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.

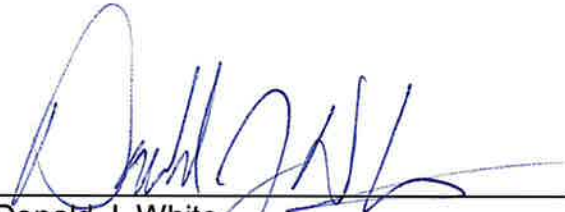
Section 2. The area of the City of Laguna Hills which is endangered/imperiled is the entire city.

Section 3. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by ordinances, resolutions, and orders of this City, including but not limited to the City's Emergency Operations Plan.

Section 4. The City Council shall review and ratify this proclamation of the City Manager within **seven (7) days** as required by state law, and if ratified, shall continue to exist until the City Council proclaims the termination of this local emergency. The City Council shall review the need for continuing the local emergency as required by state and local law until it terminates the local emergency, and shall terminate the local emergency at the earliest possible date that conditions warrant.

Section 5. A copy of this proclamation shall be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with state law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Laguna Hills; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

PROCLAIMED this 18th day of March 2020.


Donald J. White,
Director of Emergency Services/
City Manager

ATTEST:


Melissa Au-Yeung, City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Proclamation No. 2020-03-18-1 adopted by the Director of Emergency Services of the City of Laguna Hills, California, on the 18th day of March 2020.

(SEAL)


MELISSA AU-YEUNG, CITY CLERK



CITY OF LAGUNA HILLS

City Manager

OFFICE OF THE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES

Executive Orders

**Pursuant to Proclamation No. 20-03-18-01
Declaring the Existence of a Local Emergency**

RE: NOVEL CORONAVIRUS, COVID-19

Issue Date: March 11, 2021

On March 18, 2020, the City issued Proclamation 20-03-18-01 Declaring the Existence of a Local Emergency in response to severe public health concerns and economic impacts relating to the COVID-19 pandemic. The novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a significant public health threat, and States of Emergency have been declared by the County of Orange, the State of California, and the federal government of the United States. On March 19, 2020, California Governor Gavin Newsom issued Executive Order N-33-20, which bans gatherings, public and private, and orders residents to stay at home at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as defined, in order to mitigate the impact of COVID-19. Executive Order N-33-20 is enforceable pursuant to California law per Government Code Section 8665.

In order to comply with all applicable Public Health and Executive Orders and to protect public health in the City of Laguna Hills, the following Executive Orders are in effect until further notice:

35. Community Center Drive and the Community Center parking lot closest to the Skate Park are open. Executive Order No. 17, dated March 30, 2020, is hereby rescinded.
36. With the exception of management staff, Robert Oros, Sal Quinones, Ryan Hanley, Cindy Sands, Dan Meehan, Kayle McDonald, Matt Durham, and Todd Smyster, all other employees of the City are hereby placed on work-from-home status until further notice.

Those who are not able to work from home will be placed on paid administrative leave status. All employees, whether on paid administrative leave or on work-from-home status, are to be available by phone and/or electronic communication during their normal working hours. Executive Order No. 34, dated December 7, 2020, is hereby rescinded.

Additional Executive Orders may be issued at any time relating to this public health emergency. Additional Executive Orders are cumulative, and do not negate or reverse these Executive Orders contained herein unless explicitly stated.



Kenneth H. Rosenfield
Interim Director of Emergency Services/Interim City Manager

Cc:

Mayor and City Council
Greg Simonian, City Attorney
Melissa Au-Yeung, Deputy City Manager
David Reynolds, Deputy City Manager
David Chantarangsu, Community Services Director
Janice Reyes, Finance Director
Matthew Stiverson, Police Chief



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: March 23, 2021

TO: Mayor and Council Members

FROM: Amber M. Shah P.E.
Associate Civil Engineer

ISSUE: Progress Payment No. 2, Final, for Traffic Signal Repair Alicia Parkway at Community Center Drive, CIP No. 112

RECOMMENDATION: That the City Council approve Progress Payment No. 2, Final, in the net amount of \$34,177.20, to Comet Electric, Inc., for Traffic Signal Repair - Alicia Parkway at Community Center Drive, CIP No. 112, and authorize the filing of the Notice of Completion and subsequent release of retention in 35 days, if no liens have been filed.

SUMMARY:

Work on the Traffic Signal – Alicia Parkway at Community Center Drive, CIP No. 112, began on November 16, 2020, and has been completed by Comet Electric, Inc. Work performed in March included coordination and installation of City furnished materials, and traffic signal equipment. It is proposed to approve the second and final progress payment and record a Notice of Completion to allow for the release of the retention in 35 days, if no liens are filed.

BACKGROUND:

A routine monthly action for capital improvement projects is the submission, review, and approval of the contractor's invoice. Procedurally, field staff verifies the contractor's quantities and matches them with the submitted invoice. The unit prices and total costs of the project are confirmed by the office staff and a progress payment is then processed. A five-percent (5%) retention is withheld from each payment to assure final

Progress Payment No. 2, Final, for Traffic Signal Repair Alicia Parkway at Community Center Drive
 March 23, 2021
 Page 2

performance of the work. The contractor for this project, Comet Electric, Inc., has submitted the second and final progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
1	Clearing and Grubbing.	0.5	LS	\$4,500.00	\$2,250.00
2	Coordinate, Receive and Install Agency Furnished Materials.	0.45	LS	\$10,400.00	\$4,680.00
3	Furnish and Install Illuminated Street Name signs	3	EA	\$3,800.00	\$11,400.00
4	Traffic Signal Construction	0.6	LS	\$29,410.00	\$17,646.00

TOTAL TO DATE	\$55,710.00	
LESS PRIOR BILLING	\$19,734.00	
TOTAL THIS PERIOD	\$35,976.00	\$35,976.00
LESS 5% RETENTION		\$(1,798.80)
DUE		\$34,177.20

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the Traffic Signal – Alicia Parkway at Community Center Drive, CIP No. 112. The City will be seeking reimbursement from the party that caused the damages to this traffic signal.

ATTACHMENTS:

- Notice of Completion Comet Electric CIP 112

Recording Requested by and
When Recorded Mail to:

Melissa Au-Yeung, City Clerk
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

No Fee Exempt per GC§27383

By: _____

NOTICE OF COMPLETION

Notice is hereby given that the following public improvements have been completed and accepted by the City Council of the City of Laguna Hills on March 23, 2021.

Description of Improvements

Traffic Signal Repair Alicia Parkway at Community Center Drive, CIP No. 112, including construction and installation of traffic signal equipment and illuminated street name signs.

General Location

Alicia Parkway at Community Center Drive, Laguna Hills, CA 92653

Owner of Property Address

City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Contractor

Comet Electric, Inc.
21625 Prairie Street
Chatsworth, CA 91311

This Notice of Completion is executed under authority of a directive from the City Council of the City of Laguna Hills.

I, Kenneth H. Rosenfield, P.E., declare under penalty of perjury that I am the City Engineer of the City of Laguna Hills, that I am familiar with the facts stated in the foregoing Notice of Completion executed for and on its behalf, and that I have read the foregoing Notice of Completion and know the contents thereof to be true.

Dated: March 23, 2021

Kenneth H. Rosenfield, P.E., Interim City Manager/Director of Public Works
City of Laguna Hills



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: March 23, 2021

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Interim City Manager/Public Services Director

ISSUE: Award of Contract for El Toro Road Eastbound Farside Paseo De Valencia Bus Stop and Shelter Passenger Amenity Improvements, CIP No. 517

RECOMMENDATION: That the City Council: 1) Find that the El Toro Road Eastbound Farside Paseo de Valencia Bus Stop and Shelter Passenger Amenity Improvements, CIP No. 517, (the Project) is Categorically Exempt from the California Environmental Quality Act (CEQA), as a Class 1 Existing Facilities, Pursuant to CEQA Guidelines, Section 15301; 2) Award the Contract for El Toro Road Eastbound Farside Paseo de Valencia Bus Stop and Shelter Passenger Amenity Improvements, CIP No. 517, to OCLA Construction & Engineering, Inc., in the low bid amount of \$33,600.00; 3) Waive minor bid irregularities; 4) Reject all other bids; and (5) Authorize the Mayor to sign the construction contract.

SUMMARY:

In accordance with City Council authorization, bids for the subject project were opened on February 25, 2021, at which time one bid was received. The City subsequently received a late second bid on February 26, 2021, which was not opened. The apparent low bidder, OCLA Construction & Engineering, Inc., provided the lowest Bid in the amount of \$33,600.00, provided satisfactory references, is licensed for the contemplated work, and is registered with the State Department of Industrial Relations. The project budget is adequate to fully fund the project, therefore, award of the subject contract to OCLA Construction & Engineering, Inc., is recommended.

Award of Contract for El Toro Road & Paseo De Valencia Bus Stop Shelter Improvements, CIP No. 517

March 23, 2021

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BACKGROUND:

On February 25, 2021, one bid for the El Toro Road Eastbound Farside Paseo de Valencia Bus Stop and Shelter Passenger Amenity Improvements, CIP No. 517 was opened as follows:

Bidder	Bid Amount
OCLA Construction & Engineering, Inc.	\$33,600.00

The City subsequently received a late second bid on February 26, 2021, which was not opened. The Engineer's Estimate for this project was \$35,000.00. The apparent low bidder, OCLA Construction & Engineering, Inc., provided the lowest Bid, provided satisfactory references, is licensed to perform the contemplated work and is registered with the State Department of Industrial Relations.

The work includes refurbishment of the Bus Shelter to include demolition, furnish and installation of pre-cast concrete seating, waste containers, leaning rails and bike racks. The work also includes retrofit of existing bus shelter lighting to solar-powered lighting, minor site repairs, refinishing and painting of existing bus shelter steel structure and roof, and all other appurtenant work. Award of the contract to OCLA Construction & Engineering Inc., in the lowest Bid amount of \$33,600.00 is recommended.

The full set of Contract Documents are attached including the signed Contract, Performance Bond, Payment Bond, Insurance Compliance Statement and the Public Works Plans and Specifications for the Project.

CEQA FINDINGS:

Staff has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and determined that this project is categorically exempt from CEQA pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1 – Existing Facilities). This exemption applies to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The proposed project will replace existing seating, leaning rails, bike racks, retrofit existing bus shelter lighting and other minor site improvements. Therefore, the project is exempt from the requirements of CEQA.

Award of Contract for El Toro Road & Paseo De Valencia Bus Stop Shelter Improvements, CIP No. 517

March 23, 2021

Page 3

FISCAL IMPACT:

The 2020/2021 Fiscal Year Capital Improvements Budget for this project is \$35,000 based upon a grant for this work issued by the Orange County Transportation Authority.

ATTACHMENTS:

- Proposed Contract Agreement with OCLA Construction & Engineering Inc., including Bonds
- Public Works Plans and Specifications - Bus Stop-Shelter CIP 517 Jan 2021

CITY OF LAGUNA HILLS**CONTRACT AGREEMENT
FOR**

**EL TORO ROAD EASTBOUND FARSIDE PASEO DE VALENCIA
BUS STOP AND SHELTER PASSENGER AMENITY IMPROVEMENTS, CIP NO. 517**

THIS CONTRACT AGREEMENT (hereinafter "Agreement" or "Contract" or "Contract Agreement") is made and entered into for the above stated Project this 23rd day of March, 2021, BY AND BETWEEN THE **CITY OF LAGUNA HILLS**, as CITY, and OCLA CONSTRUCTION & ENGINEERING, INC., a California Corporation, as CONTRACTOR.

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid Project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal Documents, Contract Documents, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and all appendices attached hereto, together with this Contract Agreement and all required bonds, insurance coverage, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (hereinafter collectively the "Contract Documents"). All of the provisions of said Contract Documents are attached hereto and are incorporated by reference herein and made a part of this Contract Agreement as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

ARTICLE VII

CONTRACTOR hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. Section 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to reimburse CITY for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by CITY.

ARTICLE VIII

To the fullest extent permitted by law, CONTRACTOR shall defend (at CONTRACTOR's sole cost and expense), indemnify, protect, and hold harmless CITY, its elected and appointed officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (CONTRACTOR's employees included), or for damage to property, including property owned by CITY, which Claims arise out of, pertain to, or are related to CONTRACTOR's performance under the Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the CITY, its elected and appointed officials, officers, employees, agents, and volunteers, shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of CITY.

ARTICLE IX

CONTRACTOR shall be familiar with, observe, and comply at all times during the term of this Agreement with any work rules for contractors as may be established and promulgated by the City Manager, which work rules shall be additional terms and conditions for providing the work and services to the CITY pursuant to this Agreement, as may be updated and/or amended from time to time at the sole discretion of the City Manager.

[SIGNATURES ON NEXT PAGE]

CA- 2

CONTRACT AGREEMENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first written.

CITY:

CONTRACTOR:

OCLA CONSTRUCTION &
ENGINEERING, INC., A
CALIFORNIA CORPORATION

ERICA PEZOLD, MAYOR
CITY OF LAGUNA HILLS

BY: Alireza Tayefehfatahi

(PRINT)

ATTEST:

SEE ATTACHED CERTIFICATE
DATE 03/16/2016 NOTARY INITIALS [Signature]

(SIGNATURE)

MELISSA AU-YEUNG, CITY CLERK
CITY OF LAGUNA HILLS

President

(TITLE)

BY: _____

(PRINT)

GREGORY E. SIMONIAN, CITY ATTORNEY
CITY OF LAGUNA HILLS

(SIGNATURE)_____
(TITLE)

NOTE: SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED, ATTACH JURAT.

CA-3

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On 03/16/2021 before me, Joseph Jinbum Kim, Notary Public,
personally appeared Aliceza Tayefchfattah,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



ADDITIONAL INFORMATION (OPTIONAL)

DESCRIPTION OF THE ATTACHED DOCUMENT

Contract Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of pages 8 Document Date 03/14/2021

(Additional information)

NOTARY PUBLIC CONTACT INFORMATION

The UPS Store
8583 Irvine Center Drive
Irvine, CA 92618

(949) 336-7724 tel
(949) 336-7969 fax

store6814@theupsstore.com
www.TheUPSStore.com/6814

Bond Amount \$ 33,600.00Bond Number 72351297

Premium: \$1,008.00

Premium Based on
Final Contract Amount

(PAGE 1 OF 2)

FAITHFUL PERFORMANCE BOND**KNOW ALL PERSONS BY THESE PRESENTS:**

THAT WHEREAS, on March 23, 2021, the City of Laguna Hills, California ("City") awarded a public works contract (the "Contract"), delineated as Contract No. 517, for the El Toro Road Eastbound Farside Paseo de Valencia Bus Stop Shelter Passenger Amenity Improvements, CIP No. 517, as specified in the Contract, to, OCLA Construction & Engineering, Inc., hereby designated as the "Principal", which Contract is attached hereto, and which Contract and all documents incorporated therein by reference are expressly incorporated into this bond by reference.

AND WHEREAS, the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the Principal, and WESTERN SURETY COMPANY (the
(NAME OF SURETY)
"Surety"), an admitted surety insurer in the State of California, are held firmly bound unto the City of Laguna Hills in the sum of Thirty Three Thousand Six Hundred Dollars, (\$33,600.00), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly do and perform all of the covenants and obligations of the Contract, including the provisions for liquidated damages in said Contract, and including any and all amendments, supplements, and alterations made to the Contract as provided therein, on the Principal's part to be done and performed at the times and in the manner specified in the Contract, and shall indemnify and save harmless the City, its officers and agents as specified in the Contract, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;
2. In the event the Principal fails to fully perform all requirements in accordance with the terms and conditions of the Contract, then the Surety shall enforce performance by the Principal or shall pay the City for the same in an amount not exceeding the amount specified in this bond.

Bond Amount \$ 33,600.00

Bond Number 72351297

FAITHFUL PERFORMANCE BOND
(PAGE 2 OF 2)

3. In the event suit is brought upon this bond by the City and judgment is recovered, as part of the obligation secured hereby and in addition to the face amount specified in this bond, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

4. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications to the terms of the Contract, or in the work to be performed or the material to be furnished under the Contract, or in the specifications or plans, whether or not made pursuant to the terms of the Contract, shall in any manner release either the Principal or Surety or affect the Surety's obligations on this bond, and it does hereby waive notice of any such changes, extensions, alterations, additions, omissions or other modifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the 15th day of March, 2021.

PRINCIPALSURETY

OCLA Construction

WESTERN SURETY COMPANY

(Principal Name)

(Seal)

(Surety Name)

(Seal)

By: 

(Signature)

By: 

(Signature)

Alireza Tayefeh Patahi
(Print Name and Title)

Pietro Daniel Micciche, Attorney-In-Fact

(Print Name and Title)

By: _____

(Signature)

By: _____

(Signature)

(Print Name and Title)_____
(Print Name and Title)

Principal Address and Telephone:

30562 La Vue
Laguna Niguel, CA 92677

Surety Address and Telephone

151 N Franklin, 17th Floor
Chicago, IL 60606
(605) 336-0850

Affix Corporate Seals

Attach Notary Acknowledgments for All Signatures

Attach Power-of-Attorney if Executed by Attorney-in-Fact

SEE ATTACHED CERTIFICATE
DATE 3/14/2021 NOTARY INITIALS 

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

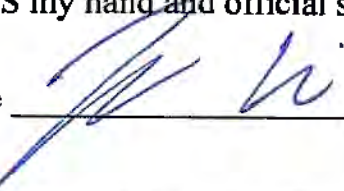
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

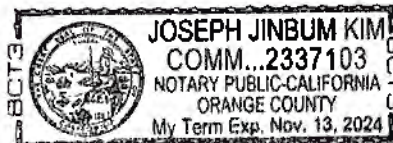
State of California
County of Orange

On 05/16/2021 before me, Joseph Jinbum Kim, Notary Public,
personally appeared Alireza Tayefehfattahi,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that
~~he/she/they~~ executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



ADDITIONAL INFORMATION (OPTIONAL)

DESCRIPTION OF THE ATTACHED DOCUMENT

Faithful Performance
(Title or description of attached document)

Bond
(Title or description of attached document continued)

Number of pages 2 Document Date 05/16/2021

(Additional information)

NOTARY PUBLIC CONTACT INFORMATION

The UPS Store
8583 Irvine Center Drive
Irvine, CA 92618

(949) 336-7724 tel
(949) 336-7969 fax

store6814@theupsstore.com
www.TheUPSStore.com/6814

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)On **MAR 15 2021** before me, Elisabete Salazar, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Pietro Daniel Micciche

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(x), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Bond Amount \$ 33,600.00

Bond Number 72351297

Premium Included in
Performance Bond

(PAGE 1 OF 2)

PAYMENT (LABOR AND MATERIAL) BOND**KNOW ALL PERSONS BY THESE PRESENTS:**

THAT WHEREAS, on March 23, 2021, the City of Laguna Hills, California ("City") awarded a public works contract (the "Contract"), delineated as Contract No. 517, for the El Toro Road Eastbound Farside Paseo de Valencia Bus Stop and Shelter Passenger Amenity Improvements, CIP No. 571, as specified in the Contract, to, OCLA Construction & Engineering, Inc., hereby designated as the "Principal", which Contract is attached hereto, and which Contract and all documents incorporated therein by reference are expressly incorporated into this bond by reference.

AND WHEREAS, the Principal is required under the terms of the Contract to give this bond in connection with the execution of the Contract.

NOW, THEREFORE, we, the Principal, and WESTERN SURETY COMPANY (the "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto the City of Laguna Hills in the sum of Thirty Three Thousand, Six Hundred Dollars, (\$33,600.00), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, or its subcontractors, or their respective heirs, executors, administrators, successors or assigns, shall fail to pay (a) any of the persons named in Section 9100 of the California Civil Code, (b) any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract, or (c) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and its subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to such work or labor, then the Surety shall pay for the same, in an aggregate amount not exceeding the sum specified in this bond. In case suit is brought upon this bond, the Surety will pay reasonable attorney's fees to be fixed by the court.

Bond Amount \$ 33,600.00

Bond Number 72351297

PAYMENT (LABOR AND MATERIAL) BOND
(PAGE 2 OF 2)

2. This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

3. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications to the terms of the Contract, or in the work to be performed or the material to be furnished under the Contract, or in the specifications or plans, whether or not made pursuant to the terms of the Contract, shall in any manner release either the Principal or Surety or affect the Surety's obligations on this bond, and it does hereby waive notice of any such changes, extensions, alterations, additions, omissions or other modifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the 15th day of March, 2021.

PRINCIPAL

O C L A Construction
(Principal Name) (Seal)

By: [Signature]
(Signature)

Alireza Tayetch Fattahi
(Print Name and Title)

By: _____
(Signature)

(Print Name and Title)

Principal Address and Telephone:
30562 La Vue
Laguna Niguel, CA 92677

SURETY

WESTERN SURETY COMPANY
(Surety Name) (Seal)

By: [Signature]
(Signature)

Pietro Daniel Micciche, Attorney-In-Fact
(Print Name and Title)

By: _____
(Signature)

(Print Name and Title)

Surety Address and Telephone
151 N Franklin, 17th Floor
Chicago, IL 60606
(605) 336-0850

Affix Corporate Seals
Attach Notary Acknowledgments for All Signatures
Attach Power-of-Authority if Executed by Attorney-in-Fact

SEE ATTACHED CERTIFICATE
DATE 03/16/2021 NOTARY INITIALS [Signature]

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On 03/16/2021 before me, Joseph Jinbum Kim, Notary Public,
personally appeared Mireza Tayefehfatahi,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is ~~are~~ subscribed to the within instrument and acknowledged to me that
he ~~she~~ ~~they~~ executed the same in his ~~her~~ ~~their~~ authorized capacity(ies), and that by
his ~~her~~ ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature




ADDITIONAL INFORMATION (OPTIONAL)

DESCRIPTION OF THE ATTACHED DOCUMENT

Payment (Labor & material)
(Title or description of attached document)

Bond

(Title or description of attached document continued)

Number of pages 2 Document Date 03/16/2021

(Additional information)

NOTARY PUBLIC CONTACT INFORMATION

The UPS Store
8583 Irvine Center Drive
Irvine, CA 92618

(949) 336-7724 tel
(949) 336-7969 fax

store6814@theupsstore.com
www.TheUPSStore.com/6814

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)On MAR 15 2021 before me, Elisabete Salazar, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Pietro Daniel Micciche
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72351297

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Pietro Daniel Micciche

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: O C L A ConstructionObligee: City of Laguna HillsAmount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 72351297 is not issued on or before midnight of March 31, 2021, all authority conferred in this Power of Attorney shall expire and terminate.

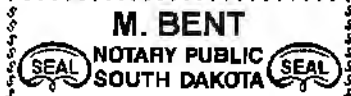
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruhat, and its corporate seal to be affixed this 15th day of March, 2021.



WESTERN SURETY COMPANY

Paul T. Bruhat, Vice President

On this 15th day of March, in the year 2021, before me, a notary public, personally appeared Paul T. Bruhat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires March 2, 2026

I the undersigned officer of Western Surety Company a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 15th day of March, 2021.

WESTERN SURETY COMPANY

Paul T. Bruhat, Vice President

To validate bond authenticity, go to www.enasurety.com > Owner/Obligee Services > Validate Bond Coverage.

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City prior to performing any work on the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

OCLA Construction & Engineering, Inc.

Contractor

By Alireza Tayefehfattahi

(PRINT)


(SIGNATURE)

President

Title

03/15/2021

Date

Section 3700 of the Labor Code reads as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

COMPENSATION INSURANCE CERTIFICATE

TO BE SUBMITTED WITH CONTRACT



**CITY OF LAGUNA HILLS
CALIFORNIA**

**PUBLIC WORKS PLANS
AND SPECIFICATIONS FOR**

**EL TORO ROAD EASTBOUND FAR SIDE PASEO DE VALENCIA
BUS STOP AND SHELTER PASSENGER AMENITY IMPROVEMENTS
CIP NO. 517**

BID SET 12/08/2020

PREPARED FOR

CITY OF LAGUNA HILLS
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

PREPARED BY

CITY OF LAGUNA HILLS
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

CITY OF LAGUNA HILLS
SPECIFICATIONS FOR
EL TORO ROAD EASTBOUND FARSIDE PASEO DE VALENCIA
BUS STOP AND SHELTER PASSENGER AMENITY IMPROVEMENTS, CIP NO. 517

Prepared Under the Supervision of and approved by:



Kenneth H. Rosenfield, City Engineer
R.C.E. No. 33496
Expiration Date 6/30/22

12/08/2020

Date

CITY OF LAGUNA HILLS

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**CITY OF LAGUNA HILLS
NOTICE INVITING BIDS FOR CONSTRUCTION OF**

**EL TORO ROAD EASTBOUND FAR SIDE PASEO DE VALENCIA
BUS STOP AND SHELTER PASSENGER AMENITY IMPROVEMENTS, CIP NO. 517**

NOTICE IS HEREBY GIVEN that sealed bids for the **El Toro Road eastbound farside Paseo de Valencia Bus Stop and Shelter Passenger Amenity Improvements, CIP No. 517** ("Project") in the City of Laguna Hills will be received by the Office of the City Engineer, located at 24035 El Toro Road, Laguna Hills, CA 92653, on **February 11, 2021, until 11:00 a.m.** Due to Covid-19, the City Hall is currently closed. Please mail your bid through the USPS, for delivery BEFORE February 11, 2021, or deliver IN PERSON on February 11, 2021, from 10:00 a.m. until 11:00 a.m. We do not recommend submitting bids through expedited mail carriers, because the City Hall is closed, and unable to accept time sensitive deliveries. The City will NOT accept any bids after 11:00 a.m. on February 11, 2021. The City will have a staff member present between 10:00 a.m. until 11:00 a.m. on February 11, 2021, in the foyer of City Hall to accept bids. The bids will be publicly opened and read aloud at 11:00 a.m.

NON-MANDATORY SITE INSPECTION: Bidders have the opportunity to access the bus shelter for personal inspection at their convenience. Bidders are encouraged to inspect the site as no claims of changed conditions shall be accepted. Bidders shall wear masks and maintain social distancing at all times while on City property.

DESCRIPTION OF THE WORK: In general, the work is comprised of public works construction including demolition, furnish and installation of pre-cast concrete seating, waste containers, leaning rails and bike racks for public use at a City bus stop; work also includes retrofit of existing bus shelter lighting to solar-powered lighting, minor repairs, modification, refinishing and painting of existing bus shelter steel structure and roof, and all other appurtenant work included and shown in the Contract Documents and Specifications.

AWARD OF CONTRACT: The City reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder **on the Bid Schedule**, and reject all other bids, as it may best serve the interest of the City. Within three (3) days of bid opening, contractor shall submit a revised bid bond with numerical dollar values, both in words and with digits of bid amount. Within ten (10) working days after the date of the Notice of Apparent Low Bidder, the successful bidder will be required to submit required Contract Agreement, Bonds (Faithful Performance and Material and Labor) and Insurance.

CONTRACTOR'S LICENSE CLASSIFICATION: The Contractor shall possess a valid State of California issued Class A Contractor's License, or a combination of Class C Contractor's Licenses as necessary to perform the work, at the time of submitting bids, in accordance with provisions of Chapter 9, Division III of the California Business and Professions Code.

WAGE RATE REQUIREMENTS: The wage rates applicable to this Project are the State of California Department of Industrial Relations prevailing rates of per diem wages. In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available at City Hall, which shall be made available to any interested party upon request, or on the Internet at the State Department of Industrial Relations website (www.dir.ca.gov) under Statistics and Research. It shall be mandatory upon the Contractor to whom the contract is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the contract. A copy of said rates shall be posted at each job site during the course of construction. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to prevailing wage rates, including Sections 1770–1781.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (Department). The Department shall monitor and enforce compliance with applicable prevailing wage requirements for the contract. The reporting requirements may be found at <https://www.dir.ca.gov/Public-Works/Contractors.html>. The Contractor is responsible to be registered with the Department at the time of bid and for complying with all requirements of the Department of Industrial Relations, including filing electronic payroll reports.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

RETAINAGE FROM PAYMENTS: The Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention of any portion of the payments by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code. If the Contractor chooses not to exercise its rights under Public Contract Code Section 22300, the full five percent (5%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion, if no stop notices have been filed. The City may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of amounts identified in any Stop Notices received by the City.

OBTAINING OR INSPECTING CONTRACT DOCUMENTS: Contract Documents may be inspected without charge by appointment at the Public Works Department, City Hall, 24035 El Toro Road, Laguna Hills, California 92653. Contract Documents are available in portable document form (PDF) on the City's website: www.lagunahillscsca.gov. It is the contractor's responsibility to ensure they are on the City's Plan Holder's List and they obtain any addendums or clarifications that are issued by the City on the City's website prior to submitting a bid. For any questions regarding acquisition of Contract Documents, contact Julie Comella at jcomella@lagunahillscsca.gov.

Dated this 8th day of December 2020.

City of Laguna Hills, California

BY


MELISSA AU-YEUNG, CITY CLERK
24035 El Toro Road
Laguna Hills, CA 92653

Published:

CITY OF LAGUNA HILLS
INSTRUCTIONS TO BIDDERS
FOR
EL TORO ROAD EASTBOUND FAR SIDE PASEO DE VALENCIA
BUS STOP AND SHELTER PASSENGER AMENITY IMPROVEMENTS, CIP NO. 517

1. PROPOSAL FORMS

Bids shall be submitted in writing on the Proposal forms provided by the City of Laguna Hills (hereinafter "CITY" or "City"). All blank spaces in the bid forms must be correctly filled in and all information requested therein must be clearly and legibly set forth in the manner and form indicated. All spaces for bid prices and lump sum price for which the bid is made, must be filled in, in both words and figures. All prices and notations must be in ink or typewritten. No erasures will be permitted. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed by the person or persons signing the bid. Bidder acknowledges and agrees that by failing to complete the bid forms in their entirety, as set forth above, the CITY may find the bidder's entire bid non-responsive and may cause the rejection of the bidder's proposal at the discretion of the CITY.

2. PROPOSAL GUARANTEE (BID BOND)

In accordance with Public Contract Code Section 20170, proposals must be accompanied by a proposal guarantee consisting of either cash, a cashier's check, a certified check or bid bond payable to the CITY in the minimum amount of ten percent (10%) of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. **IF A BIDDER TO WHOM A CONTRACT IS AWARDED FAILS OR REFUSES TO EXECUTE THE CONTRACT DOCUMENTS OR FURNISH THE REQUIRED INSURANCE POLICIES AND BONDS AS SET FORTH IN THOSE DOCUMENTS, THE PROPOSAL GUARANTEE SHALL BE FORFEITED TO THE CITY.** The proposal guarantees of all bidders will be held until the successful bidder has properly executed all Contract Documents.

3. NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

4. PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

5. DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the CITY's designated official prior to the bid opening time deadline set forth in the "Notice Inviting Sealed Bids." Late proposals will not be considered and will be returned to the bidder unopened. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "EL TORO ROAD EASTBOUND FAR SIDE PASEO DE VALENICA BUS STOP AND SHELTER PASSENGER AMENITY IMPROVEMENTS, CIP NO. 517 – DO NOT OPEN WITH REGULAR MAIL."

6. WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the CITY's designated official prior to the bid-opening time deadline set forth in the "Notice Inviting Sealed Bids". The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, provided there is time remaining to do so. Proposals may not be withdrawn after the bid opening without forfeiture of the proposal guarantee.

7. NONRESPONSIVE PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it nonresponsive and may cause its rejection. The completed proposal forms shall be without inter-lineation, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

8. TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes that may be applicable. Bidder acknowledges and agrees that CITY shall not be responsible for the payment of any increase in Sales Tax, Use Tax, or any other tax that takes effect after award.

9. DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder.

No contract will be executed unless the bidder is licensed in accordance with the provisions of the Business and Professions Code.

10. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, or finds discrepancies in, or omissions from, the drawings or specifications, he or she may submit to the City Engineer a written request for an interpretation or correction thereof five (5) working days prior to the scheduled bid opening. The person submitting the request

will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

11. ADDENDA OR BULLETINS

The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall be made a part of the Contract Documents and shall be returned with them. Before submitting a bid, each bidder shall confirm as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render bid non-responsive and may result in its rejection by the CITY.

12. LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not.

Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and Contract Documents, and to full compliance therewith.

13. AWARD OF CONTRACT

Following a review of the bids, the CITY shall determine whether to award the contract or to reject all bids. The award of contract, if made, will be to the lowest responsive-responsible bidder as determined solely by the CITY. At the time of contract award, the successful bidder shall hold a Class A Contractor's License, or a combination of Class C Contractor's License(s), as required to perform the work, issued by the State of California. Additionally, the CITY reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", all as may be required to provide for the best interests of the CITY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

Within three (3) days of bid opening contractor must submit a revised bid bond with numerical dollar values, both in words and with digits of bid amount. Within ten (10) working days after the date of the Notice of Apparent Low Bidder, the successful bidder will be required to submit required executed Contract Agreement, executed Bonds (Faithful Performance and Material and Labor) and Insurance. Submission of these documents shall be at the Low Bidder's sole cost and expense and shall not be made reimbursable by City. Award of Contract, if made, shall be solely the determination of the City Council.

No bidder may withdraw its proposal for a period of forty-five (45) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

14. PREVAILING WAGE RATES

The wage rates applicable to this Project are the State of California Department of Industrial Relations prevailing rates of per diem wages. In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available at City Hall, which shall be made available to any interested party upon request, or on the Internet at the State Department of Industrial Relations website (www.dir.ca.gov) under Statistics and Research.

It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the Contract. A copy of said rates shall be posted at each job site during the course of construction. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to prevailing wage rates, including Sections 1770–1781.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Department of Industrial Relations shall monitor and enforce compliance with applicable prevailing wage requirements for this Agreement. The reporting requirements may be found at <https://www.dir.ca.gov/Public-Works/Contractors.html>. The Contractor is responsible for complying with all requirements of the Department of Industrial Relations, including filing electronic payroll reports.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor and its subcontractors shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to Section 6109 of the public Contract Code, or engage in the performance of any contract for public work on a public works project if the contractor or subcontractor is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the Labor Code.

The CITY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate or the Federal Minimum Wage Rate (whichever is greater) as set forth in the contract. The possibility of wage increases is one of the elements to be considered by the bidder in determining his bid, and will not under any circumstances be considered as the basis of a claim against the CITY on the Contract.

The Contractor and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in Government Code Section 12940(a), as those bases are defined in Government Code Sections 12926 and 12926.1, except as provided in Labor Code Section 3077 and Government Code Section 12940.

15. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the Labor Code, the Contractor shall sign a Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to CITY along with the other required Contract Documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

16. CLAYTON ACT AND CARTWRIGHT ACT

In accordance with Section 7103.5 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to CITY all rights, and interest in and all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

17. SUBLETTING AND SUBCONTRACTING.

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their proposal the name business address, California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime Contractor's total bid or \$10,000, whichever is greater. If a subcontractor's California contractor license number or public works contractor registration number are submitted incorrectly in the bid, it will not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected subcontractor's California contractor license number is submitted to CITY within 24 hours after the bid opening

If the bidder fails to list a subcontractor for a portion of work or if the bidder lists more than one subcontractor of the same portion of work in excess of 1/2 of 1% of the total bid or \$10,000, whichever is greater, the bidder agrees that it is fully qualified to perform that portion of work itself, and that the bidder shall perform that portion of work itself. If after award of the contract, the bidder actually subcontracts that portion of work, except as provided in Public Contract Code Section 4107 or 4109, the bidder shall be subject to the penalties listed in Section 4111 of the Public Contract Code. It is the CITY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

18. SUBSTITUTION OF SECURITIES

In conformance with Public Contract Code Section 22300, which is incorporated herein by this reference, the Contractor may substitute securities for any monies withheld by the CITY to ensure performance under the Contract or, in the alternative, may request payment of retention earned directly to an escrow agent.

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the CITY, with a State or Federally chartered bank as the escrow agent or require the City to deposit 5% of each progress payment with the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the CITY, pursuant to the construction contract. Said securities shall have no obligation to any other construction contract for substitution of securities in lieu of retention. When the Contractor deposits the CITY approved securities with the escrow agent, the escrow agent shall notify the CITY within 10 calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the Contractor and require additional securities and/or cash to be submitted for CITY approval, and be held in the escrow account to meet the Contractor's obligations. The escrow agent shall hold said securities until such time as the escrow agent receives written notification from the CITY that the Contractor has satisfactorily completed his Contract obligations.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

If the Contractor chooses not to exercise its rights under Public Contract Code Section 22300, the full five percent (5%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion, if no stop notices have been filed. The CITY may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of amounts identified in any Stop Notices received by the CITY.

BIDDER'S NAME _____

CITY OF LAGUNA HILLS

**PROPOSAL
FOR**

**EL TORO ROAD EASTBOUND FAR SIDE PASEO DE VALENICA
BUS STOP AND SHELTER PASSENGER AMENITY IMPROVEMENTS, CIP NO. 517**

TO CITY OF LAGUNA HILLS, as CITY:

In accordance with CITY's "Notice Inviting Sealed Bids", the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Standard Specifications, Notice Inviting Sealed Bids, Instructions to Bidders, Proposal Documents, General Specifications, Special Provisions and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to CITY of the Bid Security accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before the commencement of any work under this Contract, if awarded.

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any CITY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that

said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

BIDDER'S NAME: _____

DATE _____, 2021.

BIDDER'S ADDRESS: _____

BY _____
(Print Name)

(Signature)

PHONE: () _____

TITLE _____

Subscribed and sworn to before me
this _____ day of _____, 2021

BY _____
(Print Name)

(Signature of Notary Public)

(Signature)

(Attach Jurat)

TITLE _____

(SEAL)

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Email: _____ Telephone: (____) _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

Subscribed and sworn to before me
this _____ day of _____, 2021.

By _____
(Print Name)

(Signature of Notary Public)

(Signature)

Title _____

(SEAL)

Date _____, 2021

BIDDER'S NAME: _____

LIST OF SUBCONTRACTORS (4100 PUBLIC CONTRACT CODE)

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors in excess of ½ of 1% of the total bid amount or ten thousand dollars (\$10,000), whichever is greater as follows (add additional pages as necessary) (Bidder must include all requested information):

Subcontractor Name _____
 Address _____
 License No. and Class _____
 DIR Registration No. _____
 Phone No. _____ Email: _____
 Percent of Total Contract _____
 Specific Scope of Work _____

Subcontractor Name _____
 Address _____
 License No. and Class _____
 DIR Registration No. _____
 Phone No. _____ Email: _____
 Percent of Total Contract _____
 Specific Scope of Work _____

Subcontractor Name _____
 Address _____
 License No. and Class _____
 DIR Registration No. _____
 Phone No. _____ Email: _____
 Percent of Total Contract _____
 Specific Scope of Work _____

Subcontractor Name _____
 Address _____
 License No. and Class _____
 DIR Registration No. _____
 Phone No. _____ Email: _____
 Percent of Total Contract _____
 Specific Scope of Work _____

BIDDER'S NAME: _____

REFERENCES

The following are the names, addresses, and phone numbers for three (3) public agencies for which BIDDER has performed similar work within the past two years:

Agency Name _____
 Address _____
 Phone No. _____ Contact: _____
 Description of Work _____

Agency Name _____
 Address _____
 Phone No. _____ Contact: _____
 Description of Work _____

Agency Name _____
 Address _____
 Phone No. _____ Contact: _____
 Description of Work _____

DESIGNATION OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Name _____
 Address _____
 Phone No. _____

Name _____
 Address _____
 Phone No. _____

Name _____
 Address _____
 Phone No. _____

Name _____
 Address _____
 Phone No. _____

CONTRACTOR'S LICENSING STATEMENT

BIDDER certifies that the following is true and correct. The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number _____

DIR Registration No. _____

Name of Individual Contractor (Print or type):

Signature of Owner(s) _____

Business Address _____

or

Name of Company _____

Business Address _____

Officers:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

or

Name of Corporation _____

Business Address _____

Corporation organized under the laws of the State of _____

Name of President of Corp./ Company

Name of Secretary of Corp./ Company

Subscribed and sworn to before me
this _____ day of _____, 2021

By: _____
(Signature)

(Signature of Notary Public)

By: _____
(Print Name and Title)

(SEAL)

(SEAL)

Bond Amount \$ _____
 Bond Number _____

BID BOND (Page 1 of 2)

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, _____ (the "Principal") has submitted a bid
(NAME OF BIDDER)
 (the "Bid") to the City of Laguna Hills, California (the "City") for construction of the EL TORO ROAD EASTBOUND FAR SIDE PASEO DE VALENICA BUS STOP AND SHELTER PASSENGER AMENITY IMPROVEMENTS, CIP NO. 517 (the "Work"), as specifically set forth in documents entitled EL TORO ROAD EASTBOUND FAR SIDE PASEO DE VALENICA BUS STOP AND SHELTER PASSENGER AMENITY IMPROVEMENTS, CIP NO. 517, Dated December 8, 2020 (the "Specifications").

AND WHEREAS, the Principal is required to provide bidder's security in an amount equal to at least ten percent (10%) of the amount of the Bid and has chosen to satisfy this obligation by providing this bond.

NOW, THEREFORE, we, the Principal, and _____ (the
(NAME OF SURETY)
 "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto the City of Laguna Hills in the sum of _____ and ____/100 DOLLARS (\$_____), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, this amount being ten percent (10%) of the total amount of the Bid.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If (a) the City accepts the Bid and awards the Principal a contract for the Work, and (b) within the time and manner required under the Specifications or by law, after the prescribed forms are presented to the Principal for signature, the Principal executes a written contract for construction of the Work in accordance with the Bid and delivers the required faithful performance and payment bonds and insurance policies, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.
2. The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the

Bond Amount \$ _____
 Bond Number _____

BID BOND (Page 2 of 2)

time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

3. In the event suit is brought upon this bond by the City and judgment is recovered, as part of the obligation secured hereby and in addition to the face amount specified in this bond, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the ____ day of _____, 2021.

PRINCIPAL

SURETY

 (Principal Name) (Seal)

 (Surety Name) (Seal)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

Principal Address and Telephone:

Surety Address and Telephone

Affix Corporate Seals

Attach Notary Acknowledgments for All Signatures

Attach Power-of-Authority if Executed by Attorney-in-Fact

BIDDERS NAME: _____

NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID FOR
EL TORO ROAD EASTBOUND FARSIDE PASEO DE VALENCIA
BUS STOP AND SHELTER PASSENGER AMENITY IMPROVEMENTS, CIP NO. 517

STATE OF CALIFORNIA)
) SS
COUNTY OF)

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state]."

Signed _____

Title

Subscribed and sworn to before me
this _____ day of _____, 2021.

Signature of Notary Public

(SEAL)

Attachment: Public Works Plans and Specifications - Bus Stop-Shelter CIP 517 Jan 2021 (2362 : Award of Contract for El Toro Road & Paseo De

**CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR
EL TORO ROAD EASTBOUND FAR SIDE PASEO DE VALENCIA
BUS STOP AND SHELTER PASSENGER AMENITY IMPROVEMENTS, CIP NO. 517**

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
1	BUS STOP AND SHELTER PASSENGER AMENITY IMPROVEMENTS Complete & In Place per Schedule of Values, Plans and Specifications	1	LS		

TOTAL BID IN FIGURES: \$ _____

TOTAL BID IN WORDS: _____ DOLLARS

AND _____ CENTS.

Bidder shall complete this Schedule of Values and submit with Bid Proposal.

SCHEDULE OF VALUES		LUMP SUM
1.	General Conditions and Other Costs	\$
2.	Best Management Practices	\$
3.	Permit acquisition including plan checking & inspection	\$
4.	Coordination with OCTA to maintain bus service and temporarily relocate existing bus benches and waste containers.	\$
5.	Remove and salvage existing bus shelter concrete benches, waste containers and bike racks. Deliver to City yard.	\$
6.	Remove and replace full sidewalk panels as necessary damaged during demolition, fill minor furniture attachment holes with concrete epoxy.	\$
7.	Pressure wash and seal concrete sidewalk and bus shelter pad.	\$
8.	Remove existing bus shelter lighting. Cap electrical connection.	\$
9.	Furnish and install Urban Solar RMS100RAD-93 including all appurtenances for a complete in-place system.	\$
10.	Furnish and install eight (8) QCP Dot Bench Seating. Attach to PCC.	\$
11.	Furnish and install four (4) QCP Classic Waste Containers. Attach to PCC.	\$
12.	Furnish and install two (2) QCP Peg Bike Racks. Attach to PCC.	\$
13.	Furnish and install two (2) 72" Brasco Eclipse Perforated Aluminum Leaning Rails.	\$
14.	Repair, remove rust, refinish and paint existing bus shelter steel structure and roof.	\$
15.	Apply thermoplastice ADA symbol for ADA space within bus shelter.	\$
TOTAL		\$

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND ARE TO BE USED ONLY AS COMPARISON OF BIDS. PAYMENT FOR QUANTITIES WILL BE MADE FOR ACTUAL MATERIALS USED ON THE JOB. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ALL OR ANY ITEM FROM THE CONTRACT. IF THERE IS A CONFLICT BETWEEN THE UNIT PRICE PROVIDED AND TOTAL COST, THE UNIT PRICE SHALL PREVAIL. IF THERE IS A CONFLICT BETWEEN THE "TOTAL BID FIGURES" AND THE "TOTAL BID IN WORDS", THE "TOTAL BID IN WORDS" SHALL PREVAIL. THE BASIS OF THE COMPARISON OF BIDS SHALL BE SOLELY ON THE VALUE OF THE BASE BID.

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR
EL TORO ROAD EASTBOUND FAR SIDE PASEO DE VALENCIA
BUS STOP AND SHELTER PASSENGER AMENITY IMPROVEMENTS, CIP NO. 517

PROPOSAL

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this _____ day of _____, 2021.

BIDDER _____

Subscribed and sworn to before me this _____ day of _____, 2021.

SIGNATURE NOTARY PUBLIC _____ (Attach Jurat)

By _____
 (PRINT)

 (SIGNATURE)

(SEAL)

Title _____

CITY acknowledges that this proposal was received and opened at the time and in the place specified, and that it was accompanied by the required guarantee in the minimum amount of ten percent (10%) of the total bid.

By _____

Title _____

Attachment: Public Works Plans and Specifications - Bus Stop-Shelter CIP 517 Jan 2021 (2362 : Award of Contract for El Toro Road & Paseo De

BIDDERS NAME _____

BIDDER'S CERTIFICATION FOR

**ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE
REQUIREMENTS FOR PUBLIC WORKS CONSTRUCTION
CITY OF LAGUNA HILLS**

BIDDER agrees, acknowledges and is fully aware of the insurance requirements as specified in the INSTRUCTIONS TO BIDDERS FOR EL TORO ROAD EASTBOUND FAR SIDE PASEO DE VALENICA BUS STOP AND SHELTER PASSENGER AMENITY IMPROVEMENTS, CIP NO. 517 AND IN THE SPECIAL PROVISIONS FOR EL TORO ROAD EASTBOUND FAR SIDE PASEO DE VALENICA BUS STOP AND SHELTER PASSENGER AMENITY IMPROVEMENTS, CIP NO. 517 and accepts all conditions and requirements contained therein.

Bidder

By

Date

******* SUBMIT THIS EXECUTED FORM WITH THE BID**

Attachment: Public Works Plans and Specifications - Bus Stop-Shelter CIP 517 Jan 2021 (2362 : Award of Contract for El Toro Road & Paseo De

CITY OF LAGUNA HILLS**CONTRACT AGREEMENT
FOR**

**EL TORO ROAD EASTBOUND FAR SIDE PASEO DE VALENCIA
BUS STOP AND SHELTER PASSENGER AMENITY IMPROVEMENTS, CIP NO. 517**

THIS CONTRACT AGREEMENT (hereinafter "Agreement" or "Contract" or "Contract Agreement") is made and entered into for the above stated Project this _____ day of _____, 2021, BY AND BETWEEN THE **CITY OF LAGUNA HILLS**, as CITY, and _____, as CONTRACTOR.

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid Project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal Documents, Contract Documents, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and all appendices attached hereto, together with this Contract Agreement and all required bonds, insurance coverage, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (hereinafter collectively the "Contract Documents"). All of the provisions of said Contract Documents are attached hereto and are incorporated by reference herein and made a part of this Contract Agreement as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

ARTICLE VII

CONTRACTOR hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. Section 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to reimburse CITY for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by CITY.

ARTICLE VIII

To the fullest extent permitted by law, CONTRACTOR shall defend (at CONTRACTOR's sole cost and expense), indemnify, protect, and hold harmless CITY, its elected and appointed officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (CONTRACTOR's employees included), or for damage to property, including property owned by CITY, which Claims arise out of, pertain to, or are related to CONTRACTOR's performance under the Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the CITY, its elected and appointed officials, officers, employees, agents, and volunteers, shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of CITY.

ARTICLE IX

CONTRACTOR shall be familiar with, observe, and comply at all times during the term of this Agreement with any work rules for contractors as may be established and promulgated by the City Manager, which work rules shall be additional terms and conditions for providing the work and services to the CITY pursuant to this Agreement, as may be updated and/or amended from time to time at the sole discretion of the City Manager.

[SIGNATURES ON NEXT PAGE]

CONTRACT AGREEMENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first written.

CITY:

CONTRACTOR:

ERICA PEZOLD, MAYOR
CITY OF LAGUNA HILLS

(CORPORATION (NAME & TYPE))

BY: _____
(PRINT)

ATTEST:

(SIGNATURE)

MELISSA AU-YEUNG, CITY CLERK
CITY OF LAGUNA HILLS

(TITLE)

BY: _____
(PRINT)

GREGORY E. SIMONIAN, CITY ATTORNEY
CITY OF LAGUNA HILLS

(SIGNATURE)

(TITLE)

NOTE: SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED, ATTACH JURAT.

(PAGE 1 OF 2)

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on _____, the City of Laguna Hills, California
(DATE OF AWARD)
 ("City") awarded a public works contract (the "Contract"), delineated as Contract
 No. _____, for the _____, as
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
 specified in the Contract, to, _____, a
(NAME OF CONTRACTOR)

_____, hereby designated as the "Principal", which
(CONTRACTOR ENTITY TYPE i.e.; INC., LLC., ETC.)
 Contract is attached hereto, and which Contract and all documents incorporated therein
 by reference are expressly incorporated into this bond by reference.

AND WHEREAS, the Principal is required under the terms of the Contract to
 furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the Principal, and _____ (the
(NAME OF SURETY)
 "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto
 the City of Laguna Hills in the sum of _____ and ____/100
 DOLLARS (\$_____), lawful money of the United States of America, for the
 payment of which sum, well and truly be made, we bind ourselves, our heirs, executors,
 administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly do and perform all of the covenants and obligations of the Contract, including the provisions for liquidated damages in said Contract, and including any and all amendments, supplements, and alterations made to the Contract as provided therein, on the Principal's part to be done and performed at the times and in the manner specified in the Contract, and shall indemnify and save harmless the City, its officers and agents as specified in the Contract, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;
2. In the event the Principal fails to fully perform all requirements in accordance with the terms and conditions of the Contract, then the Surety shall enforce performance by the Principal or shall pay the City for the same in an amount not exceeding the amount specified in this bond.

Attachment: Public Works Plans and Specifications - Bus Stop-Shelter CIP 517 Jan 2021 (2362 : Award of Contract for El Toro Road & Paseo De

FAITHFUL PERFORMANCE BOND
 (PAGE 2 OF 2)

3. In the event suit is brought upon this bond by the City and judgment is recovered, as part of the obligation secured hereby and in addition to the face amount specified in this bond, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

4. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications to the terms of the Contract, or in the work to be performed or the material to be furnished under the Contract, or in the specifications or plans, whether or not made pursuant to the terms of the Contract, shall in any manner release either the Principal or Surety or affect the Surety's obligations on this bond, and it does hereby waive notice of any such changes, extensions, alterations, additions, omissions or other modifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the ____ day of _____, 2021.

PRINCIPAL

SURETY

 (Principal Name) (Seal)

 (Surety Name) (Seal)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

Principal Address and Telephone:

Surety Address and Telephone

Affix Corporate Seals
Attach Notary Acknowledgments for All Signatures
Attach Power-of-Attorney if Executed by Attorney-in-Fact

Attachment: Public Works Plans and Specifications - Bus Stop-Shelter CIP 517 Jan 2021 (2362 : Award of Contract for El Toro Road & Paseo De

(PAGE 1 OF 2)

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on _____, the City of Laguna Hills, California
(DATE OF AWARD)
 ("City") awarded a public works contract (the "Contract"), delineated as Contract No. _____,
 for the _____, as specified in
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
 the Contract, to, _____, a _____
(NAME OF CONTRACTOR) (CONTRACTOR ENTITY TYPE)
 _____, hereby designated as the "Principal", which
i.e.; INC., LLC., ETC.)
 Contract is attached hereto, and which Contract and all documents incorporated therein by
 reference are expressly incorporated into this bond by reference.

AND WHEREAS, the Principal is required under the terms of the Contract to give this
 bond in connection with the execution of the Contract.

NOW, THEREFORE, we, the Principal, and _____
 (the "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto
 the City of Laguna Hills in the sum of _____ and
 ____/100 DOLLARS (\$____), lawful money of the United States of America, for
 the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors,
 administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, or its subcontractors, or their respective heirs, executors,
 administrators, successors or assigns, shall fail to pay (a) any of the persons named in Section
 9100 of the California Civil Code, (b) any amounts due under the California Unemployment
 Insurance Code with respect to work or labor performed under the Contract, or (c) any
 amounts required to be deducted, withheld, and paid over to the Employment Development
 Department from the wages of employees of the Principal and its subcontractors pursuant to
 Section 13020 of the California Unemployment Insurance Code with respect to such work or
 labor, then the Surety shall pay for the same, in an aggregate amount not exceeding the sum
 specified in this bond. In case suit is brought upon this bond, the Surety will pay reasonable
 attorney's fees to be fixed by the court.

Attachment: Public Works Plans and Specifications - Bus Stop-Shelter CIP 517 Jan 2021 (2362 : Award of Contract for El Toro Road & Paseo De

PAYMENT (LABOR AND MATERIAL) BOND
 (PAGE 2 OF 2)

2. This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

3. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications to the terms of the Contract, or in the work to be performed or the material to be furnished under the Contract, or in the specifications or plans, whether or not made pursuant to the terms of the Contract, shall in any manner release either the Principal or Surety or affect the Surety's obligations on this bond, and it does hereby waive notice of any such changes, extensions, alterations, additions, omissions or other modifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the ____ day of _____, 2021.

PRINCIPAL

SURETY

 (Principal Name) (Seal)

 (Surety Name) (Seal)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

Principal Address and Telephone:

Surety Address and Telephone

Affix Corporate Seals
Attach Notary Acknowledgments for All Signatures
Attach Power-of-Attorney if Executed by Attorney-in-Fact

Attachment: Public Works Plans and Specifications - Bus Stop-Shelter CIP 517 Jan 2021 (2362 : Award of Contract for El Toro Road & Paseo De

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City prior to performing any work on the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

Contractor

By _____
(PRINT)

(SIGNATURE)

Title

Date

Section 3700 of the Labor Code reads as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

COMPENSATION INSURANCE CERTIFICATE

TO BE SUBMITTED WITH CONTRACT

CITY OF LAGUNA HILLS
GENERAL SPECIFICATIONS
FOR
EL TORO ROAD EASTBOUND FAR SIDE PASEO DE VALENCIA
BUS STOP AND SHELTER PASSENGER AMENITY IMPROVEMENTS, CIP NO. 517

SCOPE OF WORK

The work to be performed and completed by Contractor consists of furnishing all materials, equipment, tools, labor, and all other incidental work in this specification document. The general items of work to be done hereunder consist of demolition and furnish and install pre-cast concrete seating, waste containers, bike racks and aluminum leaning rails for public use at a City bus stop; work also includes retrofit of existing bus shelter lighting to solar-powered lighting, repair, refinish and paint existing bus shelter steel structure and roof and all other appurtenant work included and shown in the Contract Documents and Specifications. More specifically this includes, but may not be necessarily limited to the following:

- Mobilization;
- Fence off work zone and temporarily relocate bus stop furniture, including existing benches and waste containers, for the duration of the project work as needed for temporary use of the bus stop and meeting the standards of OCTA. Upon completion of work, deliver removed furniture to City yard at Alicia Parkway/Aliso Hills Drive, Laguna Hills, CA or as otherwise directed;
- Remove and replace full sidewalk concrete panels, joint to joint, as are damaged during the demolition process; Isolated attachment holes in the concrete resulting from removal of the furniture may be filled with epoxy concrete and finished flush.
- Pressure wash and seal concrete sidewalk;
- Furnish and install pre-cast concrete seating, waste containers and bike racks;
- Furnish and install aluminum leaning rails;
- Furnish and install solar-powered bus shelter lighting retrofit including removal of existing bus shelter lighting;
- Repair, refinish and paint existing bus shelter steel structure and roof;
- Coordination with Laguna Hills Building Department and other appropriate regulatory agencies to obtain permits;
- Securing and complying with permits including plan checking and inspection processes;
- Coordination with OCTA to maintain bus service during construction;
- Site preparation and layout;
- Remove and salvage existing concrete benches, waste containers and bike racks, deliver to City yard or as directed;
- Off-haul and disposal of excavated materials/spoils;
- Installation of new thermoplastic pavement marking for ADA space within bus shelter;

LOCATION OF WORK

The Project is located at the City's bus stop on eastbound El Toro Road eastbound far side Paseo de Valencia, as shown on the plans.

TIME OF COMPLETION

The Contractor shall complete all work in every detail within thirty (30) working days after the date of the Notice to Proceed.

TRAFFIC REQUIREMENTS

The Contractor shall provide delineation in accordance with the latest updated version of the California Manual on Uniform Traffic Control Devices (MUTCD). The Contractor shall schedule the order of his work such that no travel lanes are closed before 9:00 A.M. or after 3:30 P.M. daily. A minimum of two through travel lanes and all turning lanes in all directions shall be maintained during construction between 9:00 A.M. and 3:30 P.M. The same number of travel lanes currently in use (at the time of bid) shall be opened to traffic each and every day between 3:30 P.M. and 9:00 A.M. No work that interferes with public traffic shall be performed after 3:30 P.M. or before 9:00 A.M. No street closures shall be made. The Contractor shall not park any vehicles on El Toro Road or on any sidewalk area. Night work shall only be allowed with written approval of the City Engineer, at the contractor's request, and shall be completed at no additional cost to City.

Separation between travel lanes shall be accomplished by the use of delineators placed at a maximum of 15' on center. Traffic channelization at intersections shall be accomplished by the use of delineators placed at a maximum of 10' on center.

UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least 48 hours notice to the Underground Service Alert by calling 1(800) 422-4133. Contractor shall provide the City with proof of contact with USA upon request.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

NAME	ADDRESS	CITY, STATE, ZIP	ATTENTION	PHONE NO.
AT&T	3939 E. Coronado St.	Anaheim, CA 92807	Robert Fleisher	714/618-9129
OCTA	550 S. Main Street	Orange, CA 92613-1584	Kyle Poff	714/560-5816
Southern California Edison	14155 Bake Parkway	Irvine, CA 92718	Chris Schafer	949/458-4413
El Toro Water District	24251 Los Alisos Blvd.	Lake Forest, CA 92630	Brian Miller	949/837-7050 Ext. 224

Gas Company	1919 South State College	Anaheim, CA 92806	Andrew Alday	714/385-3377
CR&R	P.O. Box 1100	San Juan Capistrano, CA 92693-1100	Mike Campuzano	949/254-1779
Cox Communication	27121 Towne Centre Drive	Foothill Ranch, CA 92610	Reynaldo Castro	949/563-8889

The California Public Utilities Commission mandates that, in the interest of public safety, main line gas valves be maintained in a manner to be readily accessible and in good operating condition. The Contractor shall notify the Southern California Gas Company (714) 634-3185 at least 2 working days prior to the start of construction.

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from his operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period, and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities.

By submitting a bid, the Contractor acknowledges the above referenced utility work to be done in conjunction with this Project. The Contractor shall schedule his work and conduct his operations so as to permit access and time for the required utility work to be accomplished during the progress of the work.

The Contractor shall coordinate with each utility company as to the extent of required work and the time required to do so. The Contractor shall include this time in his schedule. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface or other waters will be encountered at various times and locations during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly, and Contractor, by submitting a bid, assumes all of said risk.

REMOVAL OF WATER

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. No concrete footing or floor shall be laid in water nor shall water be allowed to rise over them until the concrete or mortar has set at least two (2) hours. Water shall not be allowed to rise unequally against any walls for a period of twenty-eight (28) days. Dewatering for the structures and pipelines shall commence when ground water is first encountered, and shall be continuous until such time as water can be allowed to rise in accordance with the above statement. Dewatering shall be accomplished by well points or some other method which will

insure a dry hold and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the City Engineer.

Dewatering methods and disposal of water from dewatering operations shall be the sole responsibility of the Contractor and shall conform to the requirements of the State Regional Water Quality Control Board, the requirements of the National Pollution Discharge Elimination System (NPDES), and the Federal Clean Water Act. Full compensation for dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed therefore.

WASTE DISPOSAL

Contractor shall only utilize waste containers from the City Franchisee, CR&R, (P.O. Box 1100, San Juan Capistrano, CA 92693-1100, 949/728-0446 Ext. 1232) for all recyclables and waste debris. Contractor shall record the quantity (tons) of recyclable or green waste materials diverted from landfills and report this data to the City at the end of the project. Contractor shall prepare, and comply with, a Construction and Demolition Waste Reduction and Recycling Plan. See Appendix A for special requirements.

STANDARD SPECIFICATIONS

The Standard Specifications of the City are contained in the 2018 edition of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, also known as the "Greenbook", including all supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California, which is incorporated herein by this reference. Copies of these Standard Specifications are available from the publisher:

BNi Building News
Division of BNi Publications, Inc.
990 Park Center Drive, Suite E
Vista, California 92801
(760) 734-1113

The Standard Specifications set forth above will control the general provisions for this Contract except as amended by the Plans, General Specifications, Special Provisions, or other Contract Documents.

The section numbers of the following Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, addition, or that are specifying options are stated in the Special Provisions.

In case of conflict between the Standard Specifications and the General Specifications or Special Provisions, the General Specifications and Special Provisions shall take precedence over and be used in lieu of such conflicting portions of the Standard Specifications.

References in the Special Provisions to "CALTRANS Standard Specifications" shall mean the latest edition of the Standard Specifications of the State of California, Department of Transportation. Copies of these specifications and standard drawings may be obtained from:

California Department of Transportation
 Publications Distribution Unit
 1900 Royal Oaks Drive
 Sacramento, California 95815-3800
 Telephone (916) 263-0822
 Fax (916) 263-0470

References in the Special Provisions to Standard Plans shall mean the Standard Plans for Public Works Construction, latest edition (written and promulgated by the Public Works Standards, Inc.), and, where applicable and as determined and selected by the City Engineer, those specific standard plans of the City of Laguna Hills, the County of Orange and/or the State Department of Transportation, latest editions.

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

WAGE RATES AND LABOR CODE REQUIREMENTS

The City has determined that the work on this Project requires work of labor categories which are subject to the State of California Department of Industrial Relations prevailing rates of per diem wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the work provided pursuant to the Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of the Agreement.

Contractor understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700]:

- a) The Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("City") and Contractor agree to be bound by all the provisions thereof as though set forth in full herein.
- b) Contractor shall be registered with the Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the effective date of this Agreement.
- c) Contractor agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for

failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRUDPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. A copy of said rates shall be posted at each job site during the term of this Agreement.

d) Pursuant to California Labor Code Section 1771.4, Contractor's services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

e) Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and the Contractor and any subcontractor shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. Contractor shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. (See, e.g., Cal. Labor Code §1815.)

f) Pursuant to California Labor Code Section 1771.1, Contractor and any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the DIR and qualified to perform public work pursuant to California Labor Code Section 1725.2. It is not a violation of California Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code Section 7029.1 or by California Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor shall not perform any work under this Agreement with any subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to an applicable apprenticeship committee that can supply apprentices to the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other Contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

RESOLUTION OF CONSTRUCTION CLAIMS

California Public Contract Code (PCC) section 9204 as adopted by Assembly Bill 626 prescribes a process to present, confer, and mediate all construction claims relating to the City's public works project.

"Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or another public improvement of any kind.

"Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested for (A) a time extension, including, without limitation for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or the amount the payment of which is disputed by the local agency. (PCC 9204(c)(1))

For any claim subject to this article, PCC section 9204 requires the following:

- a) The claim shall be submitted by the Contractor in writing, sent by registered mail or certified mail with return receipt requested and must include the documents necessary to substantiate the claim. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims. However, upon receipt of a claim, the City, and the Contractor may, by mutual agreement, extend the time period provided by statute.
- b) For claims of all amounts, the City shall respond within 45 days of receipt of the claim, and provide the claimant a written statement identifying which portion of the claim is disputed and which portion of the claim is undisputed. If the City requires approval from the City Council, and the City Council does not meet within the 45-day period to respond, the City shall have up to three days to issue its response following the City Council meeting.
- c) For all portions of a claim determined to be undisputed, the City must process payment to the claimant within 60 days of issuing the City's written determination.
- d) If the claimant disputes the City's response, or if the City fails to respond within the time limits provided, the claimant may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand must be sent in writing by registered or certified mail, return receipt requested. Upon receipt of a demand, the City must schedule a meet and confer conference within 30 days for settlement of the disputed claim.
- e) Within 10 business days following the conclusion of the meet and confer conference, if any portion of the claim remains in dispute, the City shall provide the claimant an addition written statement identifying the portion of the claim that is undisputed and the portion that remains in dispute.
- f) For all portions of a claim determined to be undisputed, the City must process payment to the claimant within 60 days of issuing the City's written determination.

- g) Any remaining undisputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation in which the parties share the cost evenly. The City and the claimant shall mutually agree on a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree, each party shall select a mediator and those mediators shall jointly select a qualified, neutral third party to mediate the remaining undisputed claim. Each party shall bear the respective costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside of PCC section 9204.

Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under PCC Section 20104.4 to mediate after litigation has been commenced.

PCC Section 9204 does not preclude the City from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program if mediation under this section does not resolve the parties' dispute.

Should the City fail to respond to a claim, or fail to issue written statements as required, the Contractor's claim is deemed denied. A claim denied by reason of the City's failure to respond shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

Amounts not paid in a timely manner as required by PCC 9204 shall bear interest at seven percent per annum.

NOTICE OF THIRD-PARTY CLAIMS

In accordance with PCC Section 9201, the City will provide timely notification to Contractor of the receipt of any third-party claim relating to the Agreement. The Contractor agrees to reimburse the City for its reasonable costs incurred in providing such notice.

CLAYTON ACT AND CARTWRIGHT ACT

In accordance with Section 7103.5 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, and interest in and all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

CITY OF LAGUNA HILLS

SPECIAL PROVISIONS FOR

EL TORO ROAD EASTBOUND FARSIDE PASEO DE VALENCIA BUS STOP AND SHELTER PASSENGER AMENITY IMPROVEMENTS, CIP NO. 517

PART 1 - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS.

1-2 DEFINITIONS.

City	- City of Laguna Hills
Board	- City Council
Caltrans	- California Department of Transportation
County	- County of Orange
Engineer	- City Engineer
Federal	- United States of America
State	- State of California
Contractor	- Contractor, its workers, employees and agents
Project	- EL TORO ROAD EASTBOUND FARSIDE PASEO DE VALENCIA BUS STOP AND SHELTER PASSENGER AMENITY IMPROVEMENTS, CIP NO. 517.

1-3 ABBREVIATIONS.

1-3.2 Common Usage. [Add the following to this section]:

MUTCD	- Manual of Uniform Traffic Control Devices, including the California Supplement
OCPW	- Orange County Public Works Department
SPPWC	- Standard Plans for Public Works Construction
SSPWC	- Standard Specifications for Public Works Construction
FHWA	- Federal Highway Administration
HUD	- Housing and Urban Development

1-7 AWARD AND EXECUTION OF CONTRACT.

Within three (3) days of bid opening contractor must submit:

- If a bid bond is submitted with a "10% of Bid" designation for the amount as noted in the City Approved Bid Bond form, a revised Bid Bond with numerical dollar values, both in words and with digits, shall be submitted to the City within three (3) days of bid opening.

Within five (5) working days after the date of the Notice of Apparent Low Bidder, the Contractor shall execute and return the following documents to the City:

- All Insurance Requirements set forth herein
- Two (2) Original Signed Contract Agreements

Within ten (10) working days after the date of the Notice of Award, the Contractor shall execute and return the following documents to the City:

- Faithful Performance Bond
- Material and Labor Bond
- Construction Schedule
- Public Safety Plan
- Form W-9
- Construction Materials Submittals

FAILURE TO COMPLY WITH ALL OF THE ABOVE WILL RESULT IN ANNULMENT OF THE AWARD AND FORFEITURE OF THE PROPOSAL GUARANTEE AT THE SOLE DISCRETION OF City.

The Contract Agreement shall not be considered binding upon the City until executed by the authorized City officials. A corporation to which an award is made may be required, before the Contract Agreement is executed by the City, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the Contract and bonds for the corporation have the authority to do so.

1-7.2 Contract Bonds. [Replace section with the following]:

Both the Faithful Performance Bond and the Material and Labor Bond shall each be for not less than one hundred percent (100%) of the total Contract amount. The Material and Labor Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The Faithful Performance Bond will be held for one year after the date of recordation of the Notice of Completion.

Prior to the acceptance of any bond, the City shall verify that the surety is an admitted surety in the State of California. If requested by the City, the Contractor shall provide other information specified in the Code of Civil Procedure Section 995.660 to enable the City to verify the sufficiency of the bond.

Should any bond become insufficient, the Contractor shall correct the insufficiency within ten (10) calendar days after receiving notice from the City. The Contractor shall provide the City with evidence of the correction within ten (10) calendar days of said correction. Should any surety at any time be unsatisfactory to the City, written notice will be given to the Contractor to that effect. No further payments shall be deemed due or will be payable under the Contract until Contractor submits an acceptable bond from a surety accepted by the City. Changes to the work or extensions of time made pursuant to the Contract Agreement shall in no way release the Contractor or the surety from its obligations. Notice of such changes or extensions shall be waived by the surety.

SECTION 2 – SCOPE OF WORK.

2-1.1 PLANS AND SPECIFICATIONS [Add the following to this section]:

The Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-constructed conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement has been met.

2-2 PERMITS. [Add the following to this section]:

Prior to the start of any work, the Contractor shall take out the applicable City Building permits and make arrangements for City inspections. Requests for inspections shall be made to the City at least 24 hours in advance of need. The Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed. The City will waive the usual City permit, plan check and inspection fees.

Further, Contractor shall ensure that its employees, agents, contractors, and subcontractors conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment, and ethical behavior throughout the duration of the Contract. Contractor shall not retain or employ an unlicensed subcontractor to perform work pursuant to this Contract. Contractor shall notify the City immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificate, waivers, and exemptions that may be required. Such inability shall be cause for termination of this Contract

2-8 EXTRA WORK.

2-8.2 Payment.

2-8.3 Markup.

(a) **Work by Contractor.** [Add the following to this section]: The following percentages shall be the maximum added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Labor	20
2) Materials	15
3) Equipment Rental	15
4) Other Items and Expenditures	15

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.

(b) **Work by Subcontractor.** [Add the following to this section]: When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of five (5) percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order and pickup or yard trucks used by the above personnel. These costs shall be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

The costs of rental equipment shall not exceed the equipment rental rates in the surcharge and Equipment Rental Rates, as published by the State of California Business, Transportation, and Housing Agency and the California Department of Transportation, Division of Construction for the current fiscal year.

2-10 DISPUTED WORK. [Add the following to this section]:

If the Contractor and the City are unable to reach an agreement on disputed work, the City may direct the Contractor to proceed as directed. The City shall have the option, at its own discretion, to pay for said work through unilateral change order executed by the City after conducting its own analysis of the reasonable costs thereof. Although not to be construed as proceeding under extra work provisions in Section 3-3, the Contractor shall keep and furnish records of disputed work in accordance with Section 3-3.

In any case where the Contractor believes extra compensation is due the Contractor for work or materials not clearly covered in the Contract, or not ordered by the City as "extra work", the Contractor shall notify the City in writing of the Contractor's intention to make claim for such extra compensation before the Contractor begins the work on which Contractor bases the claim. If such notification is not given, or the City is not afforded proper supporting documentation by the Contractor for keeping strict account of actual cost, then the Contractor shall be deemed to have waived the claims for such extra compensation. Such notice by the Contractor, and the fact that the City has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. The validity of the claim must be determined by the City. If the City determines that the claim is well founded, it shall be allowed and paid for as "extra work"; if the City determines that the claim is not well founded, it shall be disallowed and not paid.

SECTION 3 – CONTROL OF THE WORK.

3-10 SURVEYING.

3-10.5 Survey Services. [Add the following to this section]:

The Contractor shall be responsible for the finished work's conforming to the lines, grades and benchmarks given by the Engineer and for providing the services of a State of California Licensed Surveyor as necessary to complete the work. The Contractor shall establish supplementary benchmarks, elevations, lines and grades and any other necessary controls which are not established by the Engineer and which are necessary to complete the work. Compensation for above work by the Contractor shall be included within the various items of work and no additional compensation will be allowed.

SECTION 4 - CONTROL OF MATERIALS

4-3 INSPECTIONS.

4-3.1 General. [Add the following to this section]:

The City will pay for inspection and materials testing. The Contractor shall pay for retests and re-inspections due to failure to meet Specifications. If the Contractor elects to work under this Contract more than 8 hours/day or more than 40 hours/week, Saturday, Sunday, or City holidays, it shall arrange with the Engineer for the required inspection service and pay the Special Inspection Fees as provided by the City Engineer. When Special Inspection is required, the

Contractor shall notify the City and pay inspection fees 24 hours in advance. A 24 hour advance notice will be given during working hours, exclusive of Saturday, Sunday or City holidays for the purpose of permitting the Engineer to make necessary assignments of his representatives. If the Contractor is directed by the City to work under this Contract more than 8 hours/day or more than 40 hours/week, the Special Inspection Fee requirements will be waived.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-1 LAWS AND REGULATIONS. [Add the following to this section]:

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all City, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

5-3 LABOR.

5-3.3 Payroll Records. [Add the following to this section]:

Contractor shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors. Verified payroll records shall be submitted to the City by the tenth day of each month. Progress payments will be withheld pending receipt of any outstanding reports.

5-4 INSURANCE.

5-4.5 Compliance with Insurance Requirements. [Add the following to this section]:

Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Contractor shall not commence any work or services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

5-4.5.1 Types of Insurance Required. [Add the following to this section]:

As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial

General Liability Insurance (Insurance Services Office form CG 00 01) written on an occurrence basis with limits of at least two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) in the general aggregate, and four million dollars (\$4,000,000.00) for completed operations aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance (Insurance Services Office form CA 001) written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5-4.5.2 Acceptability of Insurers. [Add the following to this section]:

Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5-4.5.3 Insurance Endorsements. [Add the following to this section]:

Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

(1) Additional Insured: The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

(2) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(3) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Contractor's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

B. For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for completed operations to effectuate this requirement.

5-4.5.4 Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5-4.5.6 Primary and Non-Contributing Insurance.

All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5-4.5.7 Waiver of Subrogation.

All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subcontractors.

5-4.5.8 Evidence of Coverage.

Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The

certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

5-4.5.9 Requirements Not Limiting.

Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5-4.5.10 Enforcement of Agreement (Non-Estoppel).

Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5-4.5.11 Insurance for Subcontractors.

Contractor shall either: (1) include all subcontractors engaged in any work or services for Contractor relating to this Agreement as additional named insureds under the Contractor's insurance policies; or (2) Contractor shall be responsible for causing its subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subcontractors performing any work or services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subcontractor has secured all insurance required under this section.

5-4.5.12 Other Insurance Requirements.

The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

A. Contractor shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

B. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

C. None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Contractor agrees to ensure that subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

F. Contractor agrees to provide immediate written notice to City of any claim, demand or loss against Contractor arising out of the work or services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

5-4.5.13 Contractor's Liability; City Not Liable; Claims Resolution

A. Contractor's liability. The Contractor shall be responsible for any loss or damage that may occur to:

- The work or any part thereof;
- Any of the materials or other things used or employed in performing the work;
- Any injury to any person or persons, either workers or the public;
- Any damage to property resulting from any cause which might have been prevented by the Contractor, including defects or obstructions at any time before completion of the work and its final acceptance.

B. City ordered precautions. If, in the opinion of the City Engineer, the precautions taken by Contractor are not safe or adequate at any time during the term of the Contract, the City Engineer may order the Contractor to take further precautions, and if the Contractor shall fail to do so, the City Engineer may order the work done by others and charge the Contractor for the cost thereof, such cost to be deducted from any moneys due or becoming due the Contractor. Failure of the City Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety.

C. City not liable. The City shall not be answerable or accountable in any manner, for any loss or damage that may occur to any of the following from any cause which might have been prevented by the Contractor:

- The work or any part thereof;
- Any of the materials or other things used or employed in performing the work;
- Any injury to any person or persons, either workers or the public;
- Any damage to property.

D. Claims Resolution. From time to time during the period of this contract, the City and/or the Contractor may be served with third-party claims, as a result of alleged conduct by Contractor. The following procedures shall be followed by City and Contractor:

For claims received by Contractor:

(1) Contractor shall provide City on a monthly basis details regarding any claim for damages to persons or property, including, date claim made, date of alleged damages, type of damages, alleged cause of damages and, as claims are resolved, details regarding Contractor's denial or payment of such claim and the reasons for denial or payment.

(2) Contractor shall resolve or deny any claim received within thirty (30) days of receipt. If Contractor is unable to resolve a claim within the thirty (30) days set forth above, it shall, prior to the expiration of the thirty (30) days request and extension in writing from the City.

For claims received by City:

(1) City shall process any claims received pursuant to Chapter 3-12 (Claims Against the City) of the Laguna Hills Municipal Code.

(2) If after investigation of the claim, the City determines the Contractor is liable under this Contract, City shall tender the claim to the Contractor for proper handling and resolution.

E. Retention of Claimed Damages by City. The City may retain so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City until disposition has been made of such suits or claims for damages aforesaid.

5-7 SAFETY.

5-7.1.3 Traffic and Access. [Add the following to section]:

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall notify in writing all affected property owners of the proposed construction schedule a minimum of forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of any limitation or closure of access to their property. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the Contractor or not, the Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours,

the Contractor shall re-notify the property owners as described above. Payment for notification and coordination as per Section 7-10 as modified herein shall be included in the compensation paid for the various items of work and no additional compensation will be allowed. The "Notices" will be furnished by the Contractor.

Pedestrian access shall be maintained at all times during construction and shall be in accordance with the Americans With Disabilities Act.

5.7.2 Safety Orders

5.7.2.1 General. [Add the following to this section]:

The Contractor shall comply with the provisions of any City ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection.

In accordance with Section 6500 of the Labor Code, the Contractor is required to obtain a permit from the Division of Industrial Safety for any trench or excavation which is five feet or more in depth and into which a person is required to descend.

In accordance with Section 6705 of the Labor Code, prior to any excavation involving an expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit to Engineer a written detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches.

Prior to beginning of excavations requiring shoring, the Contractor shall designate in writing to the Engineer someone whose responsibility it is to supervise the Project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring and bracing.

In addition to shoring the excavations in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Contractor shall be solely responsible for any damages which may result from his failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist or which may arise during construction of the Project.

In accordance with Section 7104 of the Public Contract Code, any public works contract which involves excavations that extend deeper than four feet below the surface shall provide as follows:

- I. That the Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
 - A. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

- B. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 - C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally as inherent in work of the character provided for in the contract.
- II. The local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
- III. That, in the event that a dispute arises between City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

5-7.2.2.1 Storage of Equipment and Materials in Public Streets. [Add the following section]:

The Contractor is required to, at his own expense, maintain and operate a work and storage area outside of the public right-of-way. In such case the Contractor shall submit to City written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work. Location of site to be approved by City. Condition and operation of yard shall conform to these specifications. The Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Contractor shall vacate site and return it to pre-Project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of such release to City. The Notice of Completion will not be issued until said release is submitted.

5-7.2.2.2 Street Closures, Detours, Barricades. [Add the following section]:

The Contractor shall perform lane closures and all traffic control operations in accordance with the applicable details in the California MUTCD, latest edition. No work shall be performed until the required lane closure traffic control has been installed and approved by the City. If the City does not feel that the Contractor is properly and safely implementing the MUTCD details, then work shall be stopped until such time as the Contractor can successfully remedy the deficiencies.

Portable delineators (traffic cones are not allowed), which conform to the California MUTCD, latest edition, shall be spaced as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed 25 feet. The minimum lane transitions shall be a 50 to 1 taper. Double base delineators will be required.

The Contractor shall schedule the order of his work such that no travel lanes are closed before 9:00 A.M. or after 3:30 P.M. daily. A minimum of two through travel lanes and all turning

lanes in all directions with flaggers will be required at all times. The same number of travel lanes currently in use shall be opened to traffic during non-working hours. No street closures shall be made unless indicated on the approved traffic control plans. The traffic signal and traffic signal detectors shall remain operational continuously during the construction, and traffic loops that require replacement shall be disrupted no more than 5 calendar days before their replacement. **No weekend work (day or night) will be allowed, unless otherwise specified on the Plans or as approved by the City.**

The Contractor shall provide, at his expense, advanced warning signs advising the public of the impending major construction project and his proposed schedule. Said signs shall be posted at all major approaches to the construction zones a minimum of one week prior to the start of construction.

The Contractor shall designate at least one worker solely for the provision and maintenance of traffic control.

The Contractor shall be responsible for providing temporary access to all intersecting streets and driveways throughout the workday and at the end of each workday. A minimum of one access point shall be maintained for each commercial business during their normal business hours. **Pedestrian access shall be maintained at all times and temporary and permanent pedestrian access shall be in accordance with the Americans with Disabilities Act.**

The Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the public within the limits of the construction area and shall be maintained in a new or like new condition, free of damage and graffiti.

If the traffic delineators are damaged, displaced or not in an upright position, from any cause, said delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor.

The Contractor shall furnish competent flagmen to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warnings to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the California MUTCD. The equipment shall be furnished and kept clean and in good repair by the Contractor, at Contractor's expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at its own expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

Where on-street parking is not allowed, the Contractor shall be required to post "Temporary No Parking" signs 48 hours prior to start of work. The Contractor will furnish the notification to property owners as mentioned in Section 7-10.1 and the "Temporary No Parking" signs.

No construction activities will be allowed on streets that are receiving trash pick-up services on the same day. A copy of the CR&R Waste Collection Map is available on the City's website. The

Contractor shall coordinate with the trash hauler in preparing the construction schedule. The Contractor shall provide a map showing the schedule of the work, which should coordinate with the trash and mail schedule, to the City at the preconstruction meeting.

Contractor shall notify the following entities at least forty-eight (48) hours in advance of any street closure or restriction to access.

1. Fire Department: Orange County Fire Authority, (714) 573-6000
2. Police Department: Orange County Sheriff's Department, (714) 647-7000
3. School Districts: Saddleback Valley Unified: (949) 586-1234, Capistrano Unified: (949) 489-7000
4. Trash Collection: CR&R, (877) 728-0446
5. Street Sweeping: Sunset Property Services, (949) 551-5151
6. Transit Operations: Orange County Transportation Authority (OCTA), (714) 560-6282
7. Fire Department: Station 18, (949) 858-9369
8. Mail Service: US Postal Service

The City Engineer may add additional entities to this list at his discretion.

All existing stop signs, street name signs and regulatory signs shall be maintained in visible locations during construction. Where construction detours and signing conflict with existing signing, the Contractor shall cover existing signs in a manner approved by the City. The Contractor shall also provide temporary traffic restriping, or reflective white or yellow plastic tabs, at the conclusion of each working day, if not sooner, as directed by the City, for any centerline, painted median or lane line that is obliterated by construction.

The Contractor shall provide temporary delineation as directed/approved. Temporary delineation shall include sandblasting of conflicting markings; installation and removal of temporary centerlines or lane lines, detour signing, barricading; and replacement of traffic lines and markings in their proper locations upon termination of the detour. Conflicting existing and temporary striping, as required for traffic control during construction, shall be removed by the Contractor by using wet nozzle sandblasting methods with immediate clean up of residues.

Blackening-out of the pavement striping will not be allowed. Temporary reflective striping tape or reflective plastic tabs may be used, except that it shall not be applied to final asphalt surfaces. Said tape or tabs shall be removed from temporary surfaces prior to placement of additional asphalt.

The Contractor shall also be responsible for notifying adjacent businesses, residents (of affected residential tracts), and entities listed above, in writing seven (7) days in advance of any work that involves limited access. Said notice shall be reviewed and approved by the City in advance of its circulation. Contractor shall provide verification to the City that proper circulation of the notice has been accomplished.

The Contractor shall maintain a 24-hour emergency service to remove, install, relocate, and maintain warning devices. No later than 10 days after the award of the Contract, the Contractor shall furnish to the City, names, and telephone numbers of three persons responsible for this emergency service. In the event these persons do not promptly respond when notified, or it becomes necessary to call other forces to accomplish emergency service, the Contractor will be responsible for any cost incurred.

Prior to the start of each work day, the Contractor shall perform all necessary work incidental to and commensurate with the proper signing, detouring, barricading, etc., heretofore and hereinafter specified that is required for that particular day's schedule of operations. No construction shall be permitted until such signing and detouring operations have been completed and approved by the City.

Personal vehicles of the Contractor's employees shall only be parked in an allowed area as delineated by the City, and shall not be parked on the traveled way at any time, including any section closed to public traffic.

Flashing Arrow Signs:

Each flashing arrow sign shall be solar powered, mounted on a truck or on a trailer and shall be capable of operating while the vehicle is moving or as directed by the City.

Signs mounted on the cab of a truck shall be mounted to provide a minimum of 7 feet between the bottom of the sign and the roadway. Signs mounted on a trailer, or on anything other than the cab of a truck, shall be mounted to provide a minimum of 8 feet between the bottom of the sign and the roadway.

The total weight of trailer mounted flashing arrow sign including the trailer, sign, power source and other components shall not exceed 1,500 pounds and the height of the level trailer bed shall be no higher than 21 inches above the roadway. The trailer shall be equipped with a minimum of 3 leveling jacks.

Alternative types of lamps may be used in flashing arrow signs if visibility is equal to the specified lamps. Each type AX flashing arrow sign shall be a minimum of 2 feet high and 4 feet wide, and shall be finished with flat black enamel. A minimum of 13 No.4414AX 12-volt, yellow or amber lamps shall be installed in the panel. The lamp configuration shall be for 3 arrowheads or an arrow shaft with 2 arrowheads, one pointing in each direction on the face of the sign with a minimum of 5 lamps forming each arrowhead. Each lamp shall be provided with a visor.

The lamp shall be activated by a switch on a control panel and shall be controlled by electronic circuitry to provide a minimum of 4 selectable modes of operation as follows:

1. Pass Left Mode, - Sequencing of lighted arrowheads or sequencing the lamps forming the arrow shaft and arrowhead to the left or a flashing left arrow with the lamps in the arrow shaft and arrowhead flashing on and off simultaneously.
2. Pass Right Mode, - Sequencing of lighted arrowheads or sequencing the lamps forming the arrow shaft and arrowhead to the right or a flashing right arrow with the lamps in the arrow shaft and arrowhead flashing on and off simultaneously.
3. Simultaneous Mode, - Either the outside arrowheads pointing in opposite directions are continuously illuminated, except for the center lamp forming each arrowhead, while the arrow shaft lamps flash on and off simultaneously or the outside arrowhead pointing in opposite directions and the arrow shaft lamps all flash simultaneously to indicate passing on either side.
4. Travel Mode, - Travel or caution mode shall flash in a manner not resembling any other mode.

Lane Requirements:

There shall be a minimum of 5' clearance from open excavations and two feet from other obstructions (curbs, k-rail, etc). All lanes shall be open to traffic during non-working hours.

The Contractor shall be required to use flashing arrow signs at all lane closures to direct travel and appropriate detour signing to control traffic through and/or around the construction area.

The Contractor will not be allowed to excavate a larger quantity of area ("digouts") than can successfully be repaved in the same working day. No incomplete paving work will be allowed to remain during the hours designated as requiring "all" lanes open to traffic, except in specific instances in which a minor amount of area can safely be covered by approved means with non-skid steel plates, capable of carrying H-20 wheel loading, or patched with temporary AC to bring the excavation up to grade. Said temporary AC shall be ground down to permanent AC subgrades and approved by the City prior to placement of any additional permanent AC.

Excavations of less than 4' in width may be covered with non-skid steel plates capable of carrying H-20 wheel loading over the span of the excavation. Plates shall have a minimum width equal to the excavation width plus 24 inches and be securely fastened to the street surface. Asphalt fillers, a minimum of 6 inches wide shall be placed around the perimeter of the plate. When traffic is transferred to any type of temporary pavement surface good drivability of the surfaces shall be maintained and shall be subject to approval by the City prior to allowing traffic to be transferred upon it.

The Contractor shall also ensure that access to all side streets and driveways are maintained at all times. Work in front of or within driveways and side streets shall be conducted in a manner where at no time is access to property denied. Portions of driveway approaches that are not ready to be opened for traffic at the end of the workday shall be steel plated per the requirements noted in the previous paragraph. The Contractor shall use temporary AC surfacing at his own expense for traffic control as required to maintain traffic in a safe non-disruptive manner.

SECTION 6 - PROSECUTION AND PROGRESS OF WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

6-1.0 General. [Add the following section]:

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. The schedule shall establish the order of work which minimizes disruption of existing travel lanes.

Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the respective Contractor to review the proposed Construction Schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Liquidated damages will be assessed pending receipt of any outstanding reports, as set forth in Section 6-9.1 below.

6-1.3 Construction Schedule (Critical Path Method) [Add the following section]:

The Contractor shall submit to the Engineer practicable critical path method (CPM) progress schedules in conformance with these Special Provisions. Whenever the term “schedule” is used in this section it shall mean CPM progress schedule illustrated by the Gantt Bar method. The schedule shall be prepared by qualified and experienced scheduling staff.

Schedules shall show the order in which the Contractor proposes to carry out the work with logical links between time-scaled work activities, and calculations made using the critical path method to determine the controlling operation or operations. The Contractor is responsible for assuring that all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.

The Contractor shall produce schedules using computer software and shall furnish compatible software for the Engineer’s exclusive possession and use. The Contractor shall furnish network diagrams, narrative reports, tabular reports and schedule data as parts of each schedule submittal.

The number of activities shall be sufficient to assure adequate planning of the Project, to permit monitoring and evaluation of progress, and to do an analysis of time impacts.

Schedule activities shall include the following:

- A. A clear legible description.
- B. Start and finish dates.
- C. A duration of not less than one working day, except for event activities, and not more than 20 working days, unless otherwise authorized by the Engineer.
- D. At least one predecessor and one successor activity, except for Project start and finish milestones.
- E. Required constraints.
- F. Codes for responsibility, stage, work shifts, location and contract pay item numbers.

The Contractor may show a scheduled completion date that is later than the Contract completion date on an update schedule, after the baseline schedule is accepted. The Contractor shall provide an explanation for a late scheduled completion date in the narrative report that is included with the schedule.

The Engineer’s review and acceptance of schedules shall not waive any Contract requirements and shall not relieve the Contractor of any obligation thereunder or responsibility for submitting complete and accurate information. Schedules that are rejected shall be correct by the Contractor and resubmitted to the Engineer within five (5) working days of notification by the Engineer, at which time a new review period of one week will begin.

Errors or omissions on schedules shall not relieve the contractor from finishing all work within the time limit specified for completion of the Contract. If, after, a schedule has been accepted by the Engineer, either the Contractor or the Engineer discovers that any aspect of the schedule has an error or omission, it shall be corrected by the Contractor on the next schedule.

Payment for the Project schedule and revisions/updates to the schedule shall be made under other items of work and no additional payment shall be made therefore.

6-1.4 Acceleration. [Add the following section]:

The City reserves the right to accelerate the work of the Contract at any time during its performance. In the event the City directs acceleration, such directive will be given to the Contractor in writing. The Contractor shall keep cost and other Project records related to the acceleration directive separately from the normal Project cost records and shall provide a written record of acceleration costs to the City on a daily basis.

In the event the Contractor believes that some action or inaction on the part of the City constitutes an acceleration directive, the Contractor shall immediately notify the City in writing that the Contractor considers the actions or inactions an acceleration directive. The Contractor shall not accelerate their work efforts until the City responds to the written notification. If acceleration is then directed or required by the City, all cost records referred to in the previous paragraph shall be maintained by the Contractor and provided to the City on a daily basis.

In order to recover additional costs due to acceleration, the Contractor must document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will only be overtime or shift premium costs or the cost of additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will only be the cost of added equipment mobilized to the site to accomplish the accelerated work effort.

6-3 TIME OF COMPLETION.**6-3.1 General.** [Add the following to this section]:

The time for completion shall be as set forth in the General Specifications.

6-3.2 Contract Time Accounting. [Add the following to this section]:

The Contractor's activities shall be confined to the hours between 7:00 AM and 4:00 PM, Monday through Friday, excluding holidays, unless otherwise specified. Work shall be prohibited any time on Saturday, Sunday or Federal Holidays except as provided herein. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates (premium time) including benefits, overhead, and travel time and are established based on the City's current fee schedule or professional services agreement for construction inspection services. The service fees will be deducted from any amounts due the Contractor.

Construction activities during City Special Events may be restricted by City to exclude all or part of the work on primary arterial or access roads to the Special Events as determined by Engineer. The Contractor shall be responsible to ascertain the exact times of any such events within his proposed construction schedule which may restrict his operation and shall adjust his schedule accordingly. The construction restrictions shall only be for the actual days the events occur. All costs for maintaining traffic control, protection of work site and re-mobilization shall be deemed as included in the lump sum contract for their respective items and no additional compensation will be allowed.

6-3.3 Completion, Acceptance, and Warranty. [Add the following section]:

Work will be deemed completed on the same date when the Notice of Completion is recorded with the County of Orange.

6-9 LIQUIDATED DAMAGES. [Add the following to this section]:

It is agreed by the parties to the Contract that time is of the essence and that in the case that all the work is not complete before or upon the expiration of the time limit set forth, damage will be sustained by the City. For each consecutive calendar day in excess of the time specified for the completion of the work, the Contractor shall pay to the City \$1,000.00. The Contractor shall also pay to the City \$1,000.00 for each occurrence of work in the through or turning lanes in violation of these specifications as solely determined by City. In addition, the City shall have the right to charge to the Contractor and to deduct from payments for the work the actual cost to the City of engineering, inspection, superintendence, and other overhead expenses, which are directly chargeable to the Contract and which accrue during the period of such delay. The expenses and damages described above shall be deducted from any money due the Contractor under this contract. The Contractor and his sureties shall be liable for any excess cost.

6-9.1 Additional Liquidated Damages. [Add the following section]:

Additional liquidated damages will also be assessed in the amount of \$500.00 per calendar day for failure to follow a construction schedule or timely submit periodic progress reports as described in Section 6 of these Special Provisions.

Additional liquidated damages will also be assessed in the amount of \$500.00 per calendar day for failure to mobilize to the Project site within 10 working days of the date of the Notice of Proceed as specified in these Special Provisions.

Additional liquidated damages shall be assessed in the amount of \$1,000.00 per day for failure to restore damaged utilities within three (3) working days as specified in Section 5 of these Special Provisions.

Additional liquidated damages shall be assessed in the amount of \$500.00 per day for failure to comply with, or implement, or maintain the Storm Water Pollution Protection Plan (SWPPP) or Water Pollution Control Plan (WPCP), as required, by the City's NPDES permit with the Santa Ana Regional Water Quality Board.

Additional liquidated damages shall be assessed in the amount of \$500.00 per incident that the Contractor fails to install the Best Management Practices (BMP's) within 24 hours of notification as described in Section 7-8.6.2 of the Special Provisions.

SECTION 7 - MEASUREMENT AND PAYMENT**7-3 PAYMENT.****7-3.2 Partial and Final Payment.** [Add the following to this section]:

The closure date for periodic progress payments will be five (5) working days prior to the first Monday of each month. The final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-constructed conditions. The

City shall withhold from the final payment \$15,000 in the event that the Contractor fails to return the control set of Plans and Specifications showing the as-constructed conditions.

SUBSTITUTION OF SECURITIES

In conformance with Public Contract Code Section 22300, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract Agreement.

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the City, and deposited with a State or Federally chartered bank as the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the City, pursuant to the construction contract. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive interest thereon. Said securities shall have no obligation to any other construction contract for substitution of securities in lieu of retention. When the Contractor deposits the City approved securities with the escrow agent, the escrow agent shall notify the City within 10 calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the Contractor and require additional securities and/or cash to be submitted for City approval, and be held in the escrow account to meet the Contractor's obligations. Said securities shall be held by the escrow agent until such time as the escrow agent receives written notification from the City that the Contractor has satisfactorily completed his contract obligations.

Alternatively, the Contractor may request and the City shall make payment of retention earned directly to the escrow agent at the expense of the Contractor. The Contractor may direct the investment of the payment into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by the Contractor.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

The full five percent (5%) retention will be deducted from all payments. The City shall hold retainage from the Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the Contract work, and pay retainage to the Contractor based on these acceptances. The Contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Contract work by the City. Federal law (49 CFR Section 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of this provision shall subject the violating Contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance by a subcontractor.

The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion. . The City may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of amounts identified in any Stop Notices received by the City.

7-3.3 Delivered Materials. [Add the following to this section]:

Materials and equipment delivered but not incorporated into the work shall not be included in the estimate for progress payment.

7-3.4 Mobilization. [Add the following to this section]:

Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the Project site; for the establishment of all offices, buildings and other facilities necessary for the work on this Project; and for all other work and operations which must be performed or cost incurred prior to beginning work on the various contract items on the Project site. Mobilization is deemed to include all aspects of mobilization and de-mobilization work occurring during the life of the Project for any reason.

Full compensation for Mobilization shall be included in the Contract LUMP SUM price for the Project and shall include full compensation for all costs incurred by the Contractor for doing all the work involved in mobilization as specified herein, and no additional compensation will be allowed.

SECTION 9 – FACILITIES FOR CONTRACT PERSONNEL. [Add this section]:

9-1 EXTENDED FIELD OFFICE OVERHEAD COST.

Within fourteen (14) calendar days after receipt of the Notice to Proceed, the Contractor shall submit written statement to the City detailing its field office overhead costs which are time related. The City will review this first cost submittal and reach a written agreement with the Contractor on a daily field office overhead cost rate which shall be memorialized in a no cost change order. The daily rate agreed to in this change order will be applicable throughout the duration of the Contract. No field office costs will be paid until such an agreement is reached between the City and the Contractor and the change order concerning this daily rate is executed by both parties. Progress payments will be withheld pending receipt of the above-referenced cost submittal and executed change order.

The individual cost components of the daily field office overhead rate shall represent costs which increase as a direct result of any time extension caused solely and exclusively by an act or omission of the City. This listing may include such cost items as on-site project management, supervision, Engineering and clerical salaries; on-site utilities and rent; on-site company vehicles and their operating expenses; and site maintenance and security expenses. Field office overhead costs which are unaffected by increased time shall not be allowable cost in calculating the daily field office overhead rate. These non-time related costs include, but are not limited to, acquisition and installation of stationary equipment; temporary construction facilities; utilities and office furnishings (unless such items are rented or leased); the preparation of the site including clearing, grubbing, grading, fencing, mobilizations and demobilization costs; and the costs of permits, bonds and insurance coverage for the Project.

The individual wage cost components used to calculate the daily field office rate shall be supported by actual employee payroll records, not salary ranges or estimates. Hourly rates for management, supervisory, engineering, and clerical employees shall be based upon 2080 work hours per year and shall not include allowances for holidays, vacations, or sick time.

When applicable, the daily field office overhead rate shall be multiplied by the number of days the Contract is delayed or extended by change order and shall be added to the agreed upon change order cost. The days of delay shall be those caused solely by the acts or omissions of the City and documented by a time impact analysis prepared and submitted by the Contractor. In the event a deductive change order is issued which reduces time under the Contract, the daily field office overhead rate shall be used to calculate the deductive amount. No allowance for overhead costs and no profit allowance shall be added to the extended field office overhead cost.

SECTION 10 - RESPONSIBILITIES OF THE CONTRACTOR [Add this section]:

10-1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

10-1.1 General.

Conduct of the Work. The Contractor shall behave, at all times, in a courteous, professional manner. While on site, or entering or exiting the site, there shall be no extraneous activity that might cause disruption to the Project site, surrounding areas, or residents. Failure to comply may result in the suspension of work, or removal of contractor's staff from the Project.

Noise Levels. A noise level limit of 86 dbA at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

10-2 COOPERATION AND COLLATERAL WORK.

The Contractor is advised as to the possibility of other construction projects within the proposed construction zone by the City, other governing agencies or private enterprises. In the event of such projects, the Contractor shall coordinate with the applicable parties as to the extent of any time required to complete their work and shall schedule its work and conduct its operations so as to permit access and time as required for the concurrent work. The Contractor shall immediately notify the City Engineer in the event of a delay in scheduling caused solely by this concurrent work. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

10-3 PROJECT SITE MAINTENANCE.

10-3.1 Cleanup and Dust Control.

The Contractor shall keep adjacent properties clean and free of rubbish and debris in a timely manner as necessary and/or as directed by the Engineer. Contractor shall daily clean any parking lot spaces occupied by Project construction personnel for the duration of the project.

The Contractor shall implement effective handling, storage, usage, and disposal practices to control material pollution and manage waste and nonstormwater at the job site before they come in contact with storm drain systems and receiving waters.

10-3.1.1 Construction Cleaning [Add the following section]:

The Contractor shall:

- (a) Initiate and maintain a daily program to prevent accumulation of debris on-site and along access roads and haul routes. Maintain areas under Contractor's control free of waste materials, debris, weeds 6" high, and rubbish. Maintain site in a clean and orderly condition.
- (b) Provide suitable covered containers for deposit of debris and rubbish. Dispose of accumulation of extraneous materials, prohibit overloading of trucks to prevent spillages on access and haul routes and provide daily inspection of haul routes to enforce requirements.

The Contractor shall remove debris from closed or remote spaces prior to closing the space, control cleaning operations to minimize dust and other particulates and immediately remove clay and earth which adhere to the paved surface of the roadway. Remove by hand scraping, washing, sweeping, and/or other method(s) which will leave a clean non-skid surface without impairing, injuring or loosening the surface.

The Contractor is required to control dust throughout the life of the Contract. The control may be required by job conditions or City Engineer. In any case, the Contractor shall use water or other means to control the dust. No chemical agents may be used without written authorization from the Agency. The Contractor shall be solely responsible for safety problems, accidents or any other complications or claims arising from inadequate dust control.

No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the work, or by public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered as included in the price paid for the various items of work involved.

No separate payment will be made for any work performed or material used in cleaning the Project. Full compensation for such cleaning shall be considered as included in the price paid for the various items of work involved and no additional compensation will be allowed therefore.

10-4 WATER POLLUTION CONTROL

10-4.1 Best Management Practices (BMPs)

Per the Federal Clean Water Act, the Contractor is required to eliminate pollution to waters of the United States in regards to this Project. This Project will require the Contractor to implement "Best Management Practices".

The Contractor shall confirm that all of the Best Management Practices (BMP's) have been adequately detailed that addresses his or her anticipated construction operations and meets the intent of the NPDES requirements.

The Contractor shall utilize Best Management Practices (BMP's) during construction to ensure that sediment from storm runoff and construction activities does not enter storm drains. Some of the primary Water Pollution Control measures anticipated for this Project include, but are not limited to, covering all storm drain inlets in the Project vicinity with water permeable fabric and gravel bags prior to performing any adjacent AC grinding, removal or paving operations or PCC ramp lip grinding; properly fueling and cleaning all equipment/vehicles; maintaining an ample supply of gravel/sand bags on-hand when excavating new PCC sidewalk/ramp/curb/gutter improvements in the event of rain; properly containing all PCC treatment materials such as the coloring agents, exposed aggregate etching chemicals and surface treatment chemicals required to install the detectable warning mats; properly covering all incoming material trucks and all out

going debris hauling vehicles; providing restroom facilities for workers; and regular street sweeping of the work area and haul routes to the satisfaction of the Owner's Representative.

The requirements of all of the following agencies shall be met and maintained and where there is a conflict between requirements, the most stringent requirement shall govern.

1. San Diego Regional Water Quality Control Board
2. County of Orange

10-4.1.2 Payment

Full compensation for conforming to Subsection 7-8.6, including providing all necessary **Best Management Practices** shall be considered as included in the Contract **LUMP SUM** price for the Project and shall include finalizing and implementing the WPCP, if any.

10-6 CONTRACTORS RESPONSIBILITIES FOR WORK

Until Acceptance of the Work, the Contractor shall have the responsibility, charge and care of the Work and of the materials to be used therein (including materials for which it has received partial payment or materials which have been furnished by the City) and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or the material occasioned by any cause before its completion and acceptance and shall bear the expense thereof. Where necessary to protect the work or materials from damage, the Contractor shall at his expense provide suitable drainage and erect such temporary structures as are necessary to protect the work or materials from damage. The suspension of the work from any cause whatever shall not relieve the Contractor of his responsibility for the work and materials as herein specified. If ordered by the City Engineer, the Contractor shall at his expense properly store materials which have been partially paid for by the City or which have been furnished by the City. Such storage by the Contractor shall be on behalf of the City, the City shall at all times be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site of the work when requested. The Contractor shall not dispose of any of the materials so stored, except on written authorization from the City.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act as though instructed to do so by the City.

PART 2 - CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

200-1 ROCK PRODUCTS.

200-1.1 General. [Add the following to this section]:

Alternate Rock Material - Type "S" is specified unless otherwise indicated.

The weight loss as determined by ASTM C131, shall not exceed 15 percent during 100 revolutions nor 52 percent during 500 revolutions.

Specified gradations represent the limits which determine the suitability of aggregate for use. Actual gradation shall be uniformly graded from coarse through fine, remaining proportionately distant from these limits

Coarse aggregate is material retained on the No. 4 (4.75 mm) sieve and fine aggregate is material passing the No. 4 (4.75 mm) sieve.

Materials may be sampled at any time until final formal acceptable of the Work.

200-1.1.3 Source. [Add the following section]:

Before beginning Portland cement concrete work the Contractor shall submit the name of the supplier to the Engineer as specified in 3-8. The supplier shall have on file with the Agency mix designs for Portland cement concrete conforming to 201-1.1 of the Specifications.

200-1.1.2 Statistical Testing. [Add the following to this section]:

Whenever the results of an individual test for any property of a material, other than concrete compressive strength, does not comply with the limits specified for the moving average should the next test be of the same value as that of the test being considered, the production of that material shall be suspended until corrective changes have been made by the Contractor and test indicate that the quality of the next material to be used in the work complies with that specified moving average.

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.1 Requirements.

201-1.1.1 General. [Add the following to this section]:

The same brand, type and source of cement and aggregate shall be used for all Portland Cement Concrete. All concrete used on the Project shall be 520-C-2500. Type V cement shall be used.

201-1.2 Materials.

201-1.2.1 Cement. [Add the following]:

Portland cement shall be Type II or Type V.

201-1.2.5.3 Fly Ash. [Delete this Section and Add the following]:

Fly ash shall not be used.

SECTION 210-1 PAINT.

210-1.6 [Add the following]

210-1.6.1 General.

The paint for traffic striping and marking shall be as follows. Two coats of paint required:

- I. Rapid Dry Water-Borne Traffic Line Paint; White, Yellow and Black; California Material Specification 8010-42L-30.
- II. Rapid Dry Solvent-Borne Traffic Line Paint; White, Yellow and Black; California Material Specification 8010-12F0-05.
- III. Fast Dry Solvent-Borne Traffic Line Paint; White, Yellow and Black; California Material Specification 8010-51K-04.

SECTION 211 - MATERIAL TESTS

211-1.2 Field Density. [Add the following to this section]:

Field density tests will be made by the Engineer during the course of construction at the expense of the CITY. If field density tests indicate that any portion of the compacted sub-grade has density lower than that specified, the Contractor shall rework that portion until the specified density is obtained. Retest of areas, which have failed compaction, will be performed by the Engineer at the Contractor's expense.

SECTION 214 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS [Replace the entire Section with the following]:

214-1 GENERAL.

Traffic stripes and pavement markings shall conform to the State Standard Specifications as described in these specifications.

PART 3 CONSTRUCTION METHODS

GENERAL

Contractor to conduct the following work in order to prepare the site, furnish and install pre-cast concrete bus shelter seating, waste containers and bike racks. Perform repairs and refinish the and paint the existing bus shelter steel structure and roof and retrofit the existing bus shelter lighting with solar-powered lighting.

1. PRODUCTS

- a. Contractor shall furnish and install bus shelter furniture and lighting fixtures as follows. Contractor shall coordinate with manufacturers for all necessary components and installation requirements.
 - i. QCP Concrete Dot Seating Bench in Latte Strata Texture finish.
 - ii. QCP Concrete Classic Waste Container in Latte Strata Texture finish with Aluminum lid.
 - iii. QCP Concrete Peg Bike Rack in Latte Strata Texture finish.
 - iv. Brasco Eclipse Perforated Aluminum Leaning Rail (or approved equal).
 - v. Urban Solar RMS100RAD-93 Shelter Lighting System (or approved equal). Shelter lighting system shall meet, at a minimum, the following specifications and requirements:
 - i. UL Listed
 - ii. Minimum of 5 days autonomy without solar charging
 - iii. (2) 8W USL01 LED luminaires with housings
 - iv. (4) batteries with total capacity of 72-amp hours
 - v. Dusk to dawn lighting profile
 - vi. Powder coat finish to match existing bus shelter RAL 6022 (Brown)

2. INFRASTRUCTURE REQUIREMENTS

- a. Perform repairs, refinish and paint the existing bus shelter steel structure and roof to include:
 - i. Wet sandblasting of steel structure and roof shall include rust/corrosion inhibitor in blasting mix.
 - ii. Wet sandblasting mix water and debris shall be contained, collected and properly disposed of in accordance with NPDES requirements. No materials shall run off the project site.
 - iii. Rusted areas shall be grinded down to bare metal, repaired as necessary, including welding as needed, for a smooth finish, rust inhibitor applied, prime coat applied and finished painted.

- iv. Application of protective coating on entire steel structure and roof shall immediately follow wet sandblasting and rust removal.
 - v. Refinishing shall color match existing bus shelter, Tiger Drylac Ext. Powder Coat 49, 52690 RAL 6022 (Brown).
 - vi. Contractor shall submit work plan including procedures, submittals and materials list for approval prior to beginning work.
- b. Apply thermoplastic blue ADA symbol for ADA space within bus shelter.

3. SITE PREPARATION

- a. Identify and verify location of existing infrastructure. Protect in place.
- b. Install temporary construction fencing to protect work area and pedestrians.
- c. Remove concrete anchors to existing sidewalk of existing concrete benches, waste containers and bike racks. Fill holes with concrete colored epoxy. Temporarily relocate benches and trash receptacles for use at the existing active bus stop during construction. Temporarily adhere benches and trash receptacles to sidewalk without damaging the existing concrete. Salvage, load, deliver and unload from job site to City yard, or as directed, all of the salvaged concrete benches, waste containers and bike racks at project completion. This work shall also include all necessary sawcutting, excavation, backfill, disposal of materials, demolition and repair of full concrete sidewalk panels if damaged during demolition and all other work necessary to complete the removal of existing bus shelter benches, trash containers and bike racks as directed by Inspector or Engineer.
- d. Pressure wash and seal existing concrete sidewalk to include:
 - i. Pressure wash existing concrete sidewalk to remove all oil, grease, stains, dirt and dust from concrete.
 - ii. Pressure wash water and debris shall be contained, collected and properly disposed of in accordance with NPDES requirements. No materials shall run off the project site.
 - iii. Seal existing concrete sidewalk with industrial-grade, UV resistant, non-yellowing, breathable and slip resistant penetrating sealer in accordance with manufacturer instructions. Apply a minimum of two coats. Provide product submittal for review and approval.
 - iv. Contractor shall submit work plan including procedures, submittals and materials list for approval prior to beginning work.
- e. Remove existing bus shelter lighting. Cap electrical service. The work shall also include all necessary repairs and modification to the roof structure to prepare for installation of retrofit solar-powered battery stored lighting fixture.

- f. Notify OCTA, coordinate and relocate/set-up temporary bus stop in order to complete bus stop and shelter passenger amenity improvements and maintain existing bus service.

4. INSTALLATION

- a. Install and assemble bus shelter site furnishings and solar-powered lighting fixture according to Brasco, QCP and Urban Solar Installation Guide specifications as shown in Appendix C and manufacturer instructions. All bus shelter furniture shall be attached to the PCC sidewalk and pad such that it cannot be reasonably moved or shifted, to the satisfaction of the Engineer, provide submittal.

5. PAYMENT

- a. Full compensation shall be included in the Contract LUMP SUM price for Bus Stop and Shelter Passenger Amenity Improvements and shall include all labor, materials, tools, equipment and other incidentals necessary and to the satisfaction of the City Engineer. Progress Payments shall not exceed 50% of the lump sum price for any one payment and shall otherwise be pro-rata, as approved, for the work performed.

PART 4 EXISTING IMPROVEMENTS

SECTION 402 – UTILITIES

402-7 LOCATION. [Add the following section]:

The Contractor shall notify the utilities designated in the General Specifications at least 48 hours in advance of excavating around any of their structures.

The existence and locations of utilities shown on the drawings have been determined by a search of the available records as provided by the respective utility owner. The exact locations have not been determined by potholing unless so indicated on the drawings. The Contractor shall determine the exact location of all existing utilities prior to commencing work. **Contractor agrees to be fully responsible for any and all damages which may be caused by his failure to exactly locate and preserve any and all underground utilities, whether shown on the plans or not.** In the event the Contractor encounters underground utilities not shown on the plans, he shall verify the exact location of the utility and immediately notify the Engineer, regardless of whether the unknown utility conflicts with the proposed construction or not. In the event of such a previously unknown conflict, the Contractor shall immediately notify the Engineer as to the extent, if any, of delays or additional costs resulting from said conflict. The Contractor shall perform work and provide necessary materials to disconnect or relocate existing utilities as indicated. Record on record drawings all existing utility termination points before disconnecting.

When uncharted or incorrectly charted underground piping or other utilities and services are encountered during site work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.

In the event the Contractor damages an existing utility line, the Contractor shall restore damaged utilities within three (3) working days.

Pursuant to Government Code Section 4215, if any main or trunkline utility facilities that are not indicated in the drawings, plans or specifications and are determined by Contractor to be located on the site of any construction project that is a subject of the contract, the City shall assume the responsibility for timely removal, relocation, or protection of the existing main or trunkline utility facilities. The Contractor will be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of City or the utility owner to provide for removal or relocation of such utility facilities. Nothing herein shall be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the City from identifying main or trunklines in the plans or specifications. Nothing herein shall preclude the City from pursuing any appropriate remedy against the utility for delays which are responsibility of the utility. Nothing herein shall be construed to relieve the utility from any obligation as required either by law or contract to pay the cost of removal or relocation of existing utility facilities. If the Contractor, while performing the contract, discovers utility facilities not identified by the City in the Contract Plans or Specifications, Contractor shall immediately notify the Engineer and utility in writing. The public utility, whether they are the owner, has sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

Appendix A – Construction & Demolition Waste Reduction & Recycling Plan



Construction & Demolition Waste Recycling Program Information Sheet

The City of Laguna Hills' Construction and Demolition (C&D) Waste Recycling Program is established per City Ordinance No. 2018-4 and Resolution No. 2018-11-13-2. The purpose of this program is to promote the recycling of C&D waste, to reduce the amount of such material that is landfilled, to protect the public health, safety, and welfare, and to assist the City in meeting State of California mandated C&D waste diversion requirements. The minimum percentage amount required to be diverted from landfills is set forth by State law and is currently 65%. Currently, applicants are required to divert 65% of the total C&D waste tonnage at a project site from landfills.

Please also note that Universal Waste items cannot be disposed in the trash. Universal Waste is hazardous waste that is widely produced by households and many different types of businesses such as televisions, computers, electronic devices, batteries, fluorescent lamp, mercury thermostats and other mercury-containing equipment. For more information about Universal Waste visit CalRecycle's website at: www.calrecycle.ca.gov/HomeHazWaste/uwaste.

1

What projects are required to divert C&D debris?

All projects that require a building permit or an encroachment permit and generate C&D material are required to divert this material from landfills. These projects are called Covered Projects under the City of Laguna Hills' C&D Waste and Recycling Program.

2

What projects are not required to divert C&D debris?

The following types of projects are not required to divert C&D debris and are not required to submit a Waste Plan or a security deposit:

- Work for which only a plumbing, electrical, or mechanical permit is required.
- Seismic tie-down projects.
- Installation of pre-fabricated patio enclosures and covers where no foundation or other structural building modifications are required.
- Installation of pre-fabricated accessories such as signs or antennas where no structural building modifications are required.
- Other work that the C&D Compliance Official determines will not produce C&D waste.
- City-sponsored projects.

3

How much is the Security Deposit?

For each application for a building or encroachment permit for Covered Projects the following security deposits shall apply:

	Security Deposit per square foot	Minimum amount of Security Deposit	Maximum amount of Security Deposit
Residential projects	\$.30	\$100	\$3,750
Commercial projects	\$.50	\$250	\$7,143

4

What steps are involved in the Recycling Program?

Follow the steps below if your project is required to divert C&D debris:

Step 1 – Complete and submit a Waste Plan, Security Deposit, and an Administration Fee with your building or encroachment permit application. The Waste Plan indicates the estimated quantities of C&D debris generated at your project site, the estimated quantities of materials reused, recycled, and/or disposed of, and the reuse, recycling, and disposal facilities and service providers you plan to use.

Step 2 – During construction/demolition, gather data for your Recycling Summary Report. You are required to keep all weight tags, gate receipts, and/or invoices necessary to document actual quantities of materials generated, reused, recycled, and/or disposed of throughout your project, as well as facilities or service providers used.

Step 3 – Complete and submit a Construction and Demolition Waste Recycling and Disposal Report Summary (Report Summary). Unlike the Waste Plan, which is an estimate, the Report Summary documents your actual C&D Waste tonnages. You will need to attach all documentation gathered in Step 2 to the Report Summary. The Report Summary must be completed within sixty (60) days after completion of your project.

Step 4 – The City will refund your Security Deposit if you have diverted the required diversion requirement as established by the State and abided by your Waste Plan. Please note that your Security Deposit will be forfeited if the City does not receive your completed Report Summary within sixty (60) days after receiving the Building Inspector's sign-off for the final inspection of your project. Security Deposits are also forfeited upon sixty (60) days after a permit expiration date.

5

Who can I contact for more information?

- The City of Laguna Hills franchised waste hauler, CR&R, will provide assistance to applicants in developing and implementing a Waste Plan. CR&R's phone number is (800) 826-9677.
- Should you have any questions regarding this form, or the C&D Waste Recycling Program, please call the City of Laguna Hills at (949) 707-2627.



CONSTRUCTION AND DEMOLITION WASTE REDUCTION AND RECYCLING PLAN

Please complete the following form for construction and demolition materials produced as a result of work performed in the City of Laguna Hills. The City's franchised waste hauler, CR&R, will provide assistance to applicants in developing and implementing a Waste Reduction and Recycling Plan. CR&R's phone number is (877) 728-0446. Should you have any questions regarding this form, or the C&D Waste Recycling Program, please call the City of Laguna Hills at (949) 707-2627.

1. Project & Applicant Info.

Owner's Name: _____ Date: _____

Project Address: _____

Owner Telephone: _____

Contractor Name: _____

Contractor Contact name: _____

Contractor Telephone: _____

Approximate Square Footage of Project: _____
(cubic yards for encroachment permits)

Demolition Dates: Start _____ End _____

Construction Dates: Start _____ End _____

2. Description of Diversion Plan

Briefly state how waste materials will be handled at your job site to ensure salvage/reuse or recycling. Also explain how you will inform your workers/sub-contractors of your Waste Reduction and Recycling Plan requirements and ensure their participation. If you plan on using CR&R to handle the hauling of your project's C&D waste, please check the box below and skip # 4 on this form—no other description of how waste will be handled is necessary.

☐ CR&R Bins and Roll-off boxes will be used for this project.

3. Exemption

Please fill out the section below if you believe that your project is entitled to an exemption and not required to divert or recycle C&D debris.

CITY USE ONLY

Project Description: _____

Approximate Dollar Value of Construction / Demolition: \$ _____

4. Material Handling Estimate

Please complete the worksheet on page 3 that will help identify the types of materials, estimated quantities, and how the waste material will be reduced, recycled or disposed at your project site. Estimates should be calculated in tons and use the attached Materials Conversion Worksheet for conversion factors. Fill in the estimated diversion percentage calculated in Section F on page 3 on line 4a below.

4a. Diversion Percentage Estimate from Section F. (pg. 3): _____%

4b. Is the percentage listed in 4a above greater than or equal to 65%? ☐ YES ☐ NO

4c. If NO, explain why: _____

5. Verification

"To the best of my knowledge, the tonnage and diversion percentage estimates reported on this form are my best estimate of the disposition of the construction and demolition materials generated at this project site.

Print Name: _____ Signature: _____

Date: _____

FOR CITY USE ONLY

Plan Approval Status:

- ☐ Approved
☐ Further explanation needed (see attached)
☐ Denied

Exemption Status:

- ☐ Exempted Approved
☐ Exempted Denied

☐ Administration Fee Collected (\$44.13)

☐ Security Deposit Amount: \$_____ Security Deposit CR#: _____

Comments:

Reviewed By: _____ Signature: _____

Date: _____

Material Handling Estimate Worksheet

Column A: List Estimated Quantities of waste for each material type (in tons). To convert yards to tons, use the attached Materials Conversion Worksheet

Columns B, C, D: List estimated quantities reused, recycled, or disposed based on Column A quantities.

Column E: State the name of all vendors or facilities used to reuse, recycle or dispose of materials listed. See example below for cases where more than one facility was used for a particular material type.

Column Totals: Add up all material quantities for each column.

Section F. Calculate the estimated diversion percentage in the section at the bottom of this worksheet and enter the percentage on page 2, line 4a, of this form.

Attach another Worksheet if more room is needed.

Materials	A Total Quantity Discarded	B Salvage or Reuse	C Recycling	D Disposal (Landfill)	E Proposed Destination(s)
<i>Example:</i> Cardboard	2 tons		1.5	0.5	(Recycle) XYZ Recycling Facility (Disposal) Prima Deschecha Landfill
Asphalt & Concrete					
Brick/Masonry/Tile					
Cardboard					
Wood					
Metals					
Landscape Debris (do not include dirt)					
Dirt					
Garbage/Trash					
Other					
Other					
Column Totals	A	B	C	D	

F. Diversion Percentage Estimate:

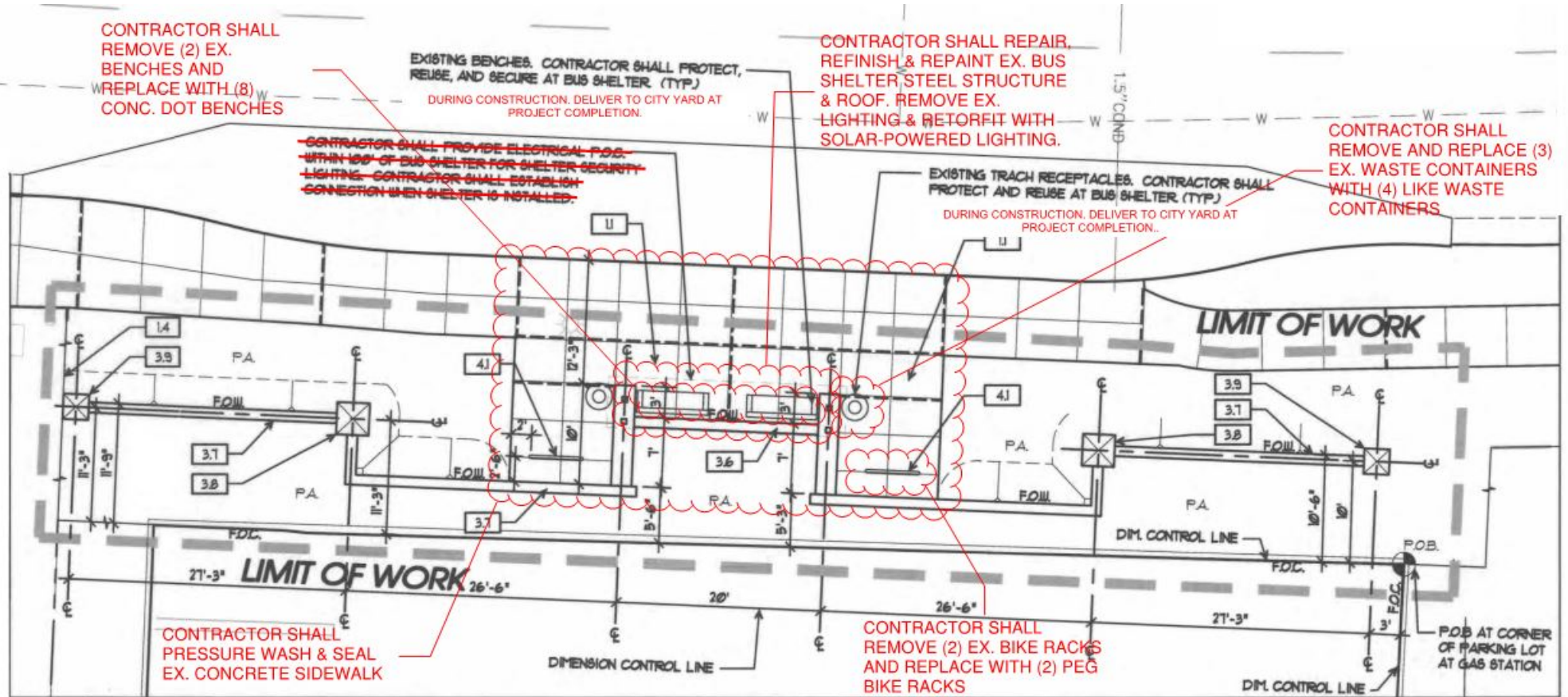
Column Totals B _____ + C _____ = _____ / A _____ = _____ X 100% = _____ %
(Transfer % amount to 4a on page 2)

Appendix B – El Toro Road Eastbound Farside Paseo de Valenica Bus Stop and Shelter Project Plans

City of Laguna Hills Project W Eligible Bus Stop

4.6.b



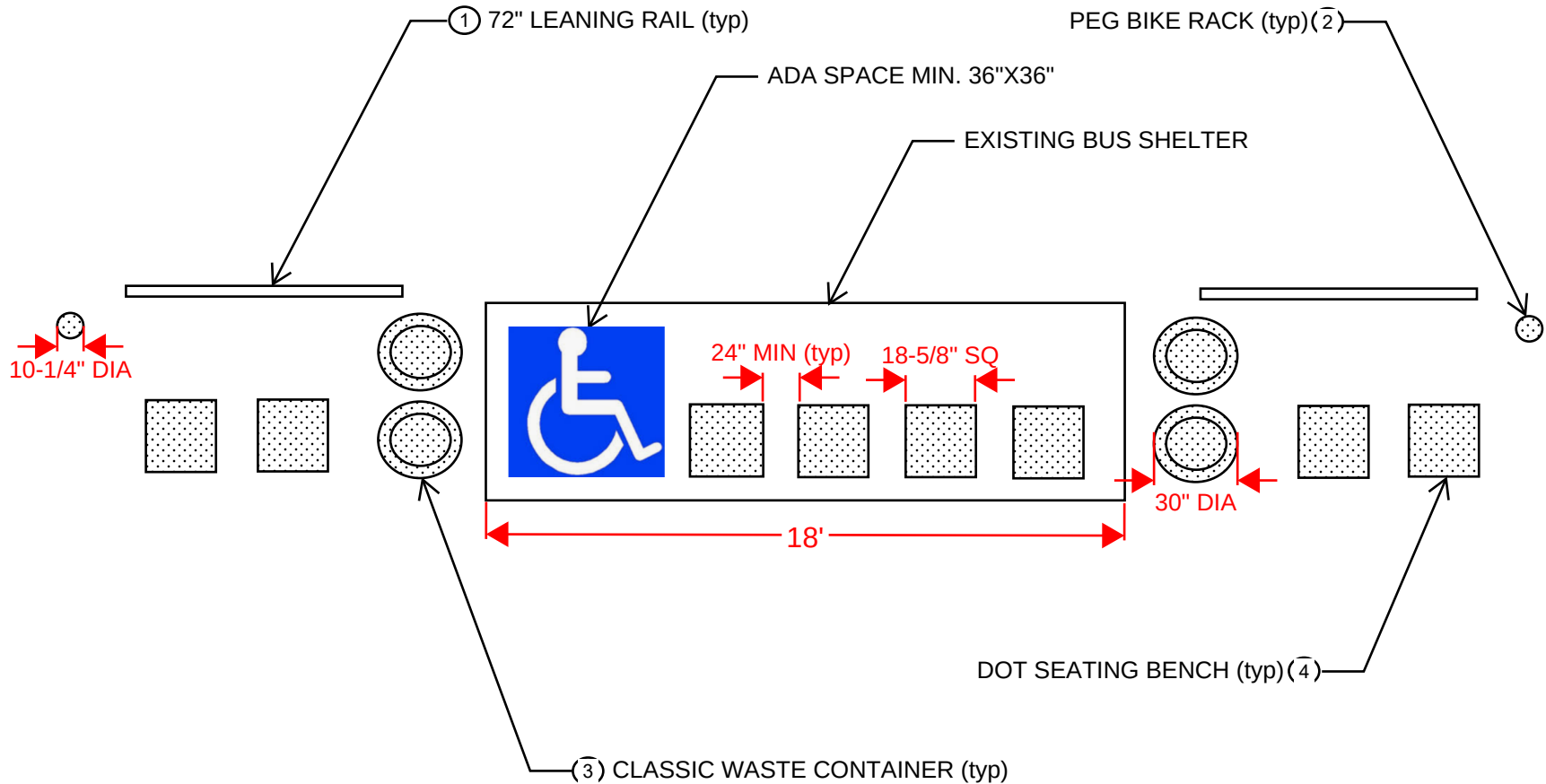


EL TORO ROAD & PASEO DE VALENCIA EXISTING BUS STOP



BUS SHELTER LAYOUT PLAN

4.6.b



LEGEND

- ① BRASCO 72" LEANING RAIL. SEE APPENDIX C FOR PRODUCT INFO.
- ② QCP PEG BIKE RACK. SEE APPENDIX C FOR PRODUCT INFO.
- ③ QCP CLASSIC WASTE CONTAINER. SEE APPENDIX C FOR PRODUCT INFO.
- ④ QCP DOT SEATING BENCH. SEE APPENDIX C FOR PRODUCT INFO.

Appendix C – Bus Stop Shelter Product Specifications

PRODUCT: **Q2-DOT18B**WEIGHT: 375 lbs
(CUSTOMER TO OFFLOAD IF OVER 6000 Lbs.)

Authorized Signature _____

Date _____

By signing above or stamping this drawing "approved" or "no exception taken" authorization is given to QCP to produce this drawing as shown within a 1/4" tolerance.

QUANTITY: _____

CONCRETE COLOR:

- ☐ QUAIL HILL RED
☐ NATURAL
☐ MISSION WHITE
☐ LATTE
☐ HARVEST
- ☐ FRENCH GREY
☐ BUNGALOW
☐ ADOBE TAUPE
☐ CUSTOM COLOR

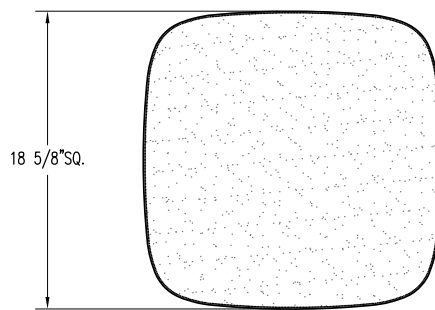
CONCRETE TEXTURE:

- ☐ CRAFTSMANS ETCH
☐ STRATA

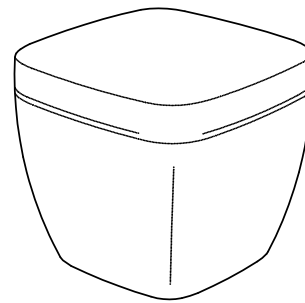
SEALER: STANDARD SEALER

GENERAL PRODUCT NOTES:

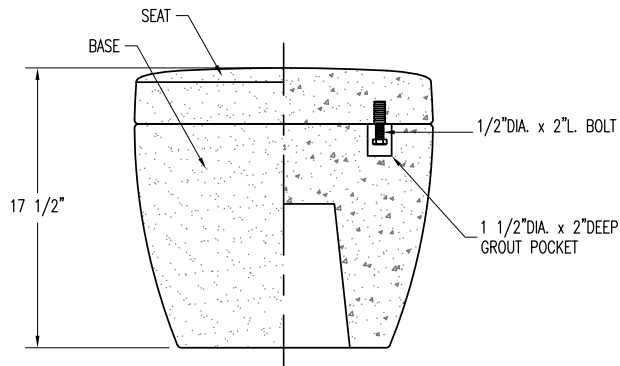
E = EXPOSED FINISHED SURFACE
 INSTALLATION IS REQUIRED BY OTHERS.
 ALL EDGES TO BE EASED.
 MANUFACTURING TOLERANCE $\pm 1/4"$.



PLAN VIEW



AUXILIARY VIEW



ELEVATION VIEW

PLAN TYPE

CONSTRUCTION PLAN

PRODUCT

Q2-DOT18B | QLINE BENCH | DOT

PROJECT NAME

-

DATE

2/6/17

SCALE

1" = 1'

PC. NO.

-

FILE NO.

179_Q2_DOT_18B

DRAWN BY:

-

QC ITEM NO.

-

SHEET

X

OF

X

PRODUCT: QR-CLS3031W-A25

WEIGHT: 530 lbs
(CUSTOMER TO OFFLOAD IF OVER 6000 Lbs.)

Authorized Signature _____

Date _____

By signing above or stamping this drawing "approved" or "no exception taken" authorization is given to QCP to produce this drawing as shown within a 1/4" tolerance.

QUANTITY: _____

CONCRETE COLOR:

- ☐ QUAIL HILL RED ☐ FRENCH GREY
☐ NATURAL ☐ BUNGALOW
☐ MISSION WHITE ☐ ADOBE TAUPE
☐ LATTE ☐ CUSTOM COLOR
☐ HARVEST

CONCRETE TEXTURE:

- ☐ CRAFTSMANS ETCH
☐ STRATA

SEALER: STANDARD SEALER

GENERAL PRODUCT NOTES:

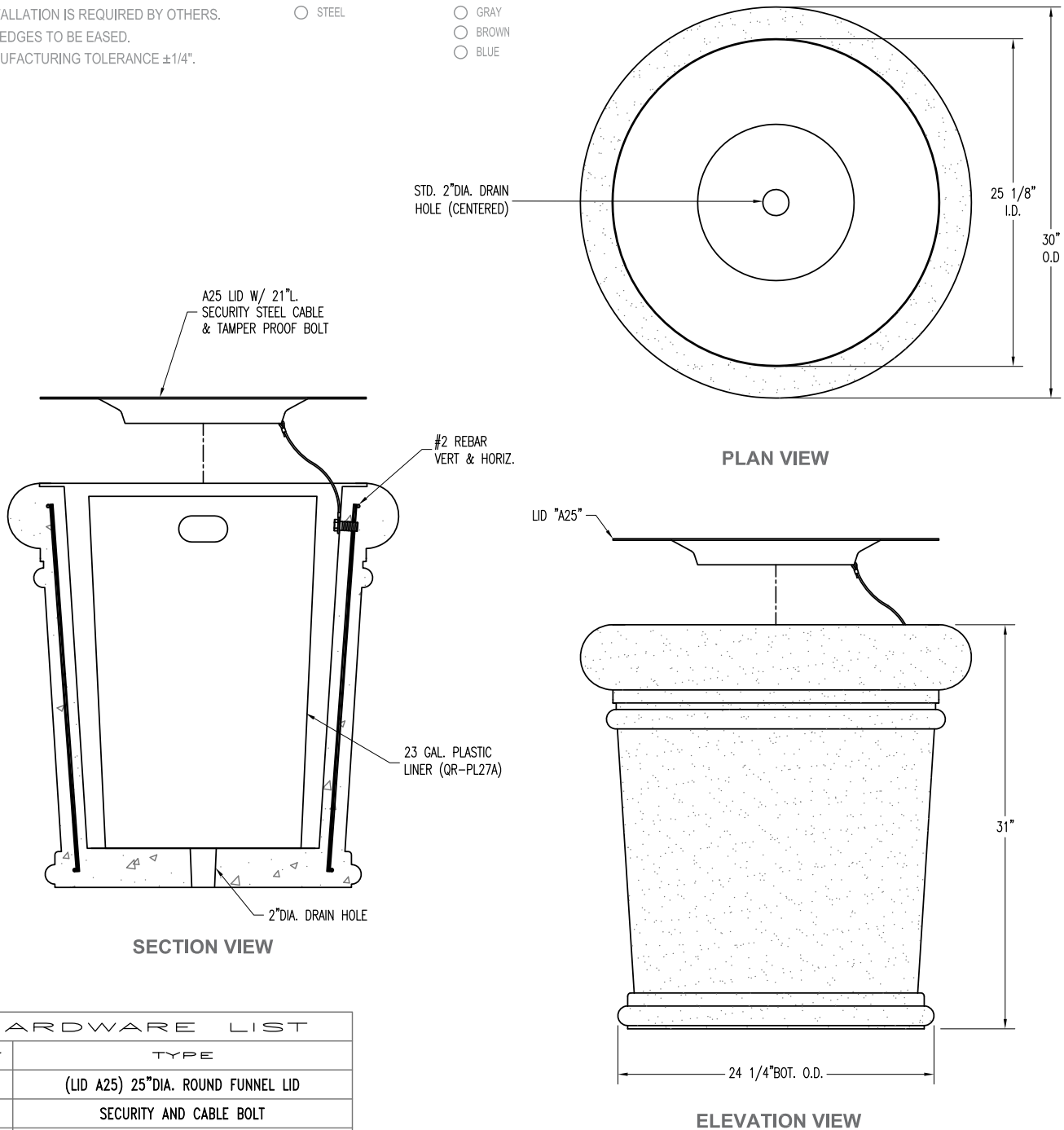
E = EXPOSED FINISHED SURFACE
 INSTALLATION IS REQUIRED BY OTHERS.
 ALL EDGES TO BE EASED.
 MANUFACTURING TOLERANCE $\pm 1/4"$.

LID MATERIAL:

- ☐ ALUMINUM
☐ STEEL

LID COLORS:

- ☐ BLACK
☐ GRAY
☐ BROWN
☐ BLUE



HARDWARE LIST

QTY	TYPE
	(LID A25) 25" DIA. ROUND FUNNEL LID
	SECURITY AND CABLE BOLT
	(QR PL27A) ROUND PLASTIC LINER



www.qcp-corp.com

PLAN TYPE

CONSTRUCTION PLAN

PRODUCT

QR-CLS3031W-A25 | WASTE CONTAINER | CLASSIC

PROJECT NAME

-

DATE

2/7/17 016 QR-CLS3031W-A25

SCALE

1" = 1'

PC. NO.

-

FILE NO.

2/7/17 016 QR-CLS3031W-A25

DRAWN BY:

-

QC ITEM NO.

-

SHEET

X

OF

X

PRODUCT: Q-PEG-BR

WEIGHT: 111 lbs
(CUSTOMER TO OFFLOAD IF OVER 6000 Lbs.)

Authorized Signature

Date

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QUANTITY: _____

CONCRETE COLOR:

- ☐ QUAIL HILL RED
☐ NATURAL
☐ MISSION WHITE
☐ LATTE
☐ HARVEST
- ☐ FRENCH GREY
☐ BUNGALOW
☐ ADOBE TAUPE
☐ CUSTOM COLOR

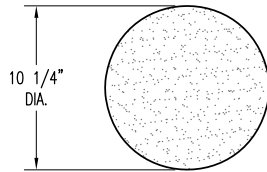
CONCRETE TEXTURE:

- ☐ CRAFTSMANS ETCH
☐ STRATA

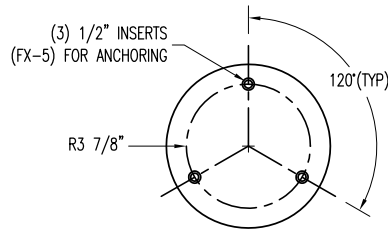
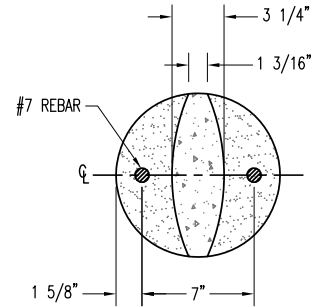
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GENERAL PRODUCT NOTES:

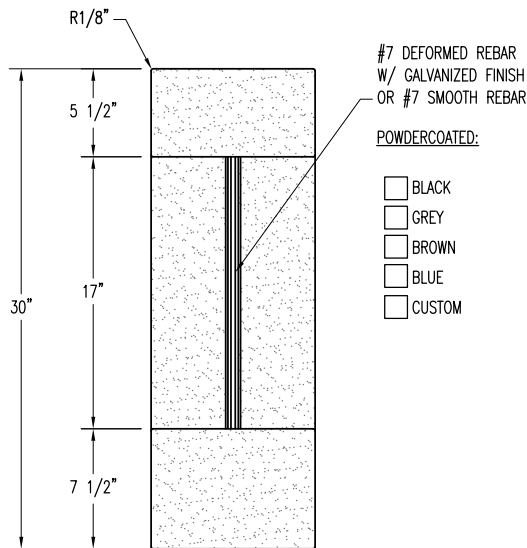
E = EXPOSED FINISHED SURFACE
 INSTALLATION IS REQUIRED BY OTHERS.
 ALL EDGES TO BE EASED.
 MANUFACTURING TOLERANCE $\pm 1/4"$.



PLAN VIEW

BOTTOM VIEW
ANCHOR BOLT PATTERN

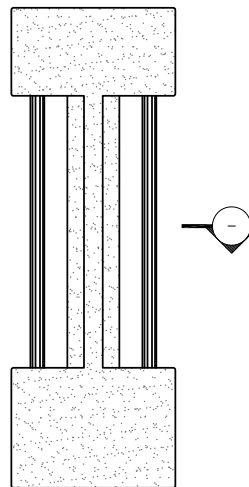
SECTION VIEW



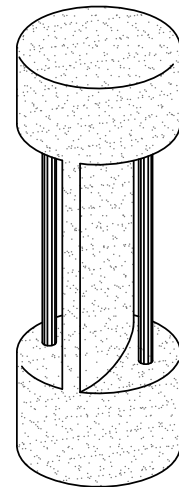
ELEVATION VIEW

POWDERCOATED:

- ☐ BLACK
☐ GREY
☐ BROWN
☐ BLUE
☐ CUSTOM



SIDE VIEW



ISOMETRIC VIEW



www.qcp-corp.com

PLAN TYPE

CONSTRUCTION PLAN

PRODUCT

Q-PEG-BR | BIKE RACK | PEG

PROJECT NAME

-

DATE

2/25/17

SCALE

1" = 1'

PC. NO.

-

FILE NO.

083_Q_PEG_BR

DRAWN BY:

-

QC ITEM NO.

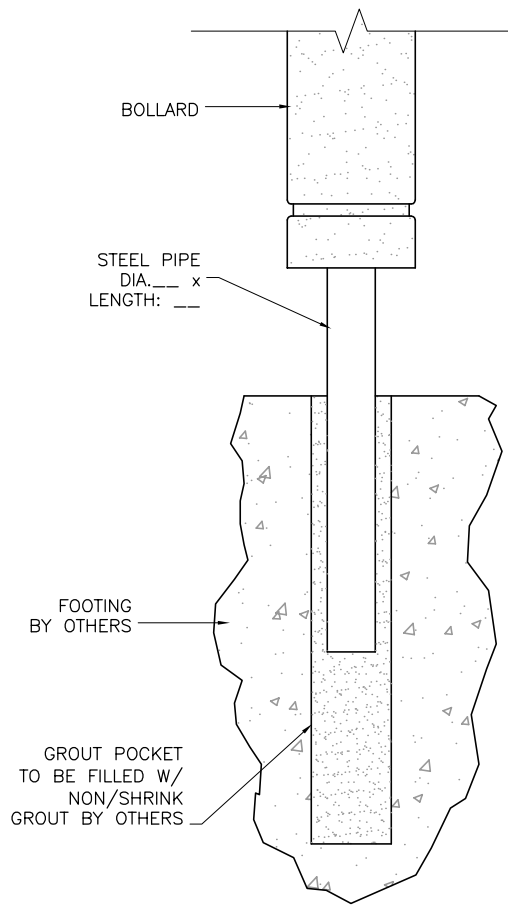
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SHEET

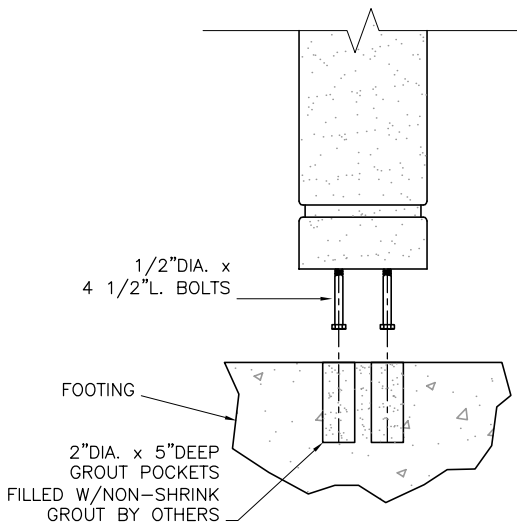
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OF

X

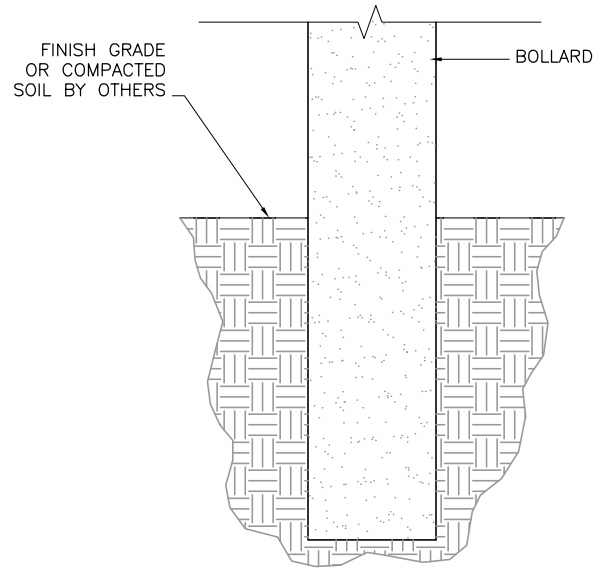


**CAST STEEL PIPE
INSTALLATION METHOD**

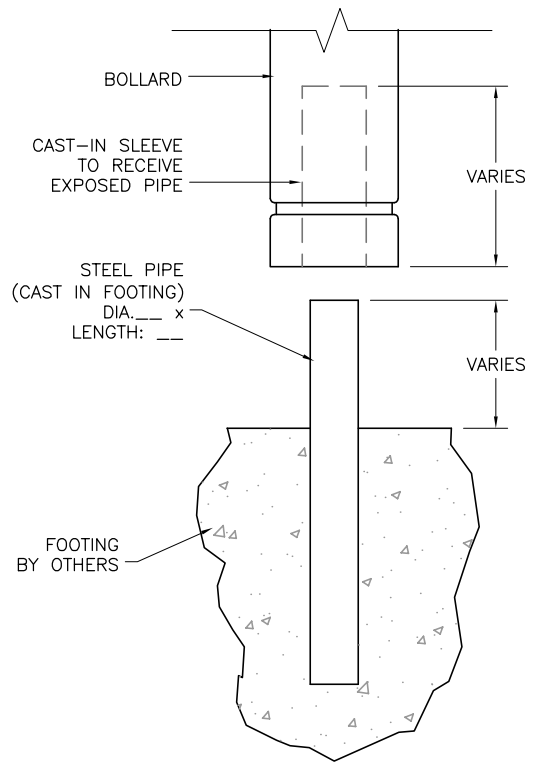


**ANCHOR BOLT
INSTALLATION METHOD**

* **NOTE:**
THE INSTALLATION METHODS SHOWN
DO NOT APPLY TO ALL BOLLARDS.
INSTALLATION METHOD MAY VARY
PER BOLLARDS CHARACTERISTICS.



**DIRECT BURIAL
INSTALLATION METHOD**



**EXPOSED STEEL PIPE
INSTALLATION METHOD**



QUICK CRETE
PRODUCTS CORP.
731 PARKRIDGE AVE.
P.O. BOX 639
NORCO, CA 92860
(951) 737-6240 FAX (951) 737-7032
WWW.QUICKCRETE.COM

PLAN
TYPE:
PRODUCT:
PROJECT
NAME:

CONSTRUCTION PLAN

DATE:
10/03/00
SCALE:
1' = 1"

FILE NO.
INSTALL
DRAWN BY:
R.M.

SHEET
1
OF
1

PV-SHELTER RMS RAD SERIES

4.6.b



PV-Shelter RMS RAD Series is designed for radius roof shelters.

Urban Solar's PV-Shelter is the world's most powerful and reliable solar powered LED shelter lighting system, specifically designed for the transit industry.

PV-Shelter systems easily mount to new or existing transit bus shelters, with various configurations tailored to meet your agency's safety, branding, and performance needs.

Delivering safe and environmentally friendly lighting through superior quality, reliability, and innovative designs, the PV-Shelter Series is the ideal solution for your agency's bus shelter lighting demands.

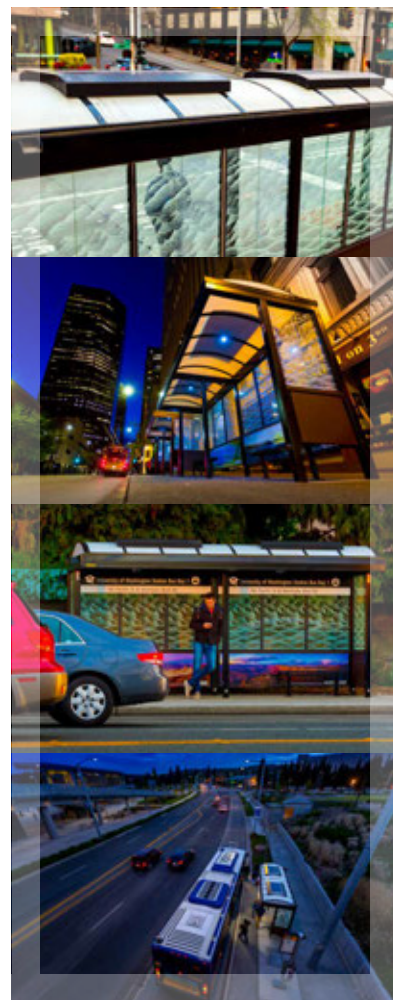
PV-SHELTER RMS RAD SERIES

FEATURES & BENEFITS

- Reduces rider pass-by; the number one complaint reported by most transit agencies
- Deters crime
- Stand alone solar power
- No trenching, utility bills or utility involvement
- Independently tested for safety, UL listed
- Easy to install, designed for transit shelter applications
- Reliable, high performance LED lighting
- Custom designs available
- Smart controller with remote monitoring options
- Industry leading warranty

SPECIFICATIONS

- 30-340W solar options
- 5-45 foot candle (ft-cd) illumination levels
- Dusk to dawn lighting and dimming options available
- Proactive Energy Control Module (ECM) with low voltage disconnect
- Sealed lead acid batteries – A.G.M. technology. -40°F to 176°F operating range
- 5-10 days battery autonomy



4.6.



Urban Solar (USA)
1880 SW Merlo Drive
Beaverton, OR, USA 97003
Tel: 503-356-5516
info@urbansolarcorp.com

Urban Solar (CAN)
#5-515 Dupplin Road
Victoria, British Columbia
V8Z 1C2, Canada
Tel: 778-430-5516 Fax: 778-430-5517

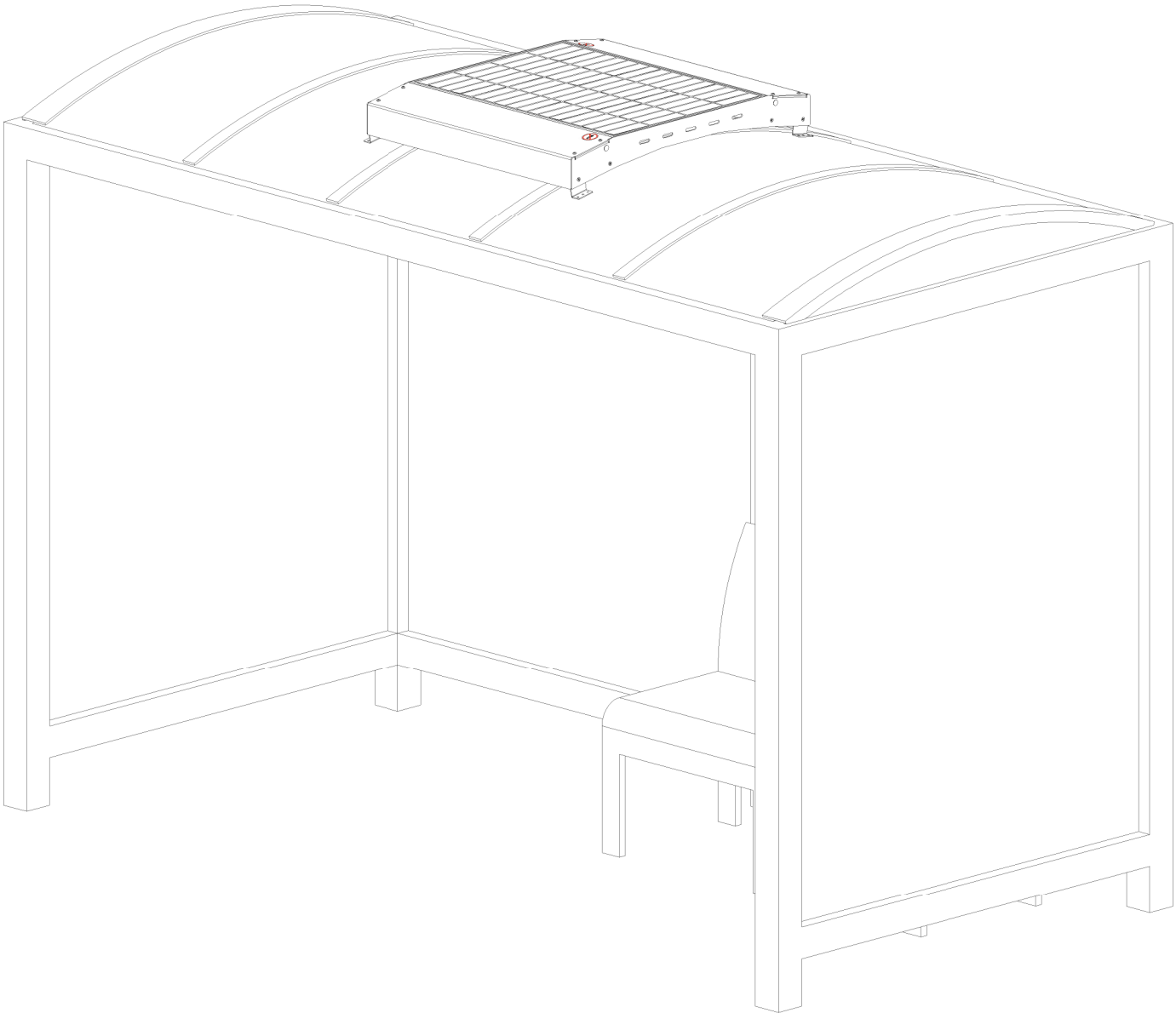


urbansolarcorp.com





SPECIFICATIONS:
PV PEAKPOWER (W): 75-85
NOMINAL SYSTEM VOLTAGE (V): 12
BATTERY BANK CAPACITY (Ah): 18 - 108Ah
CHASSIS MATERIAL: ALUMINUM
CHASSIS COATING: POWDER COAT - POLYESTER
SYSTEM WEIGHT (lbs): 46 (1 BATT), 62 (2 BATT), 78 (3 BATT),
94 (4 BATT), 110 (5 BATT), 126 (6 BATT)



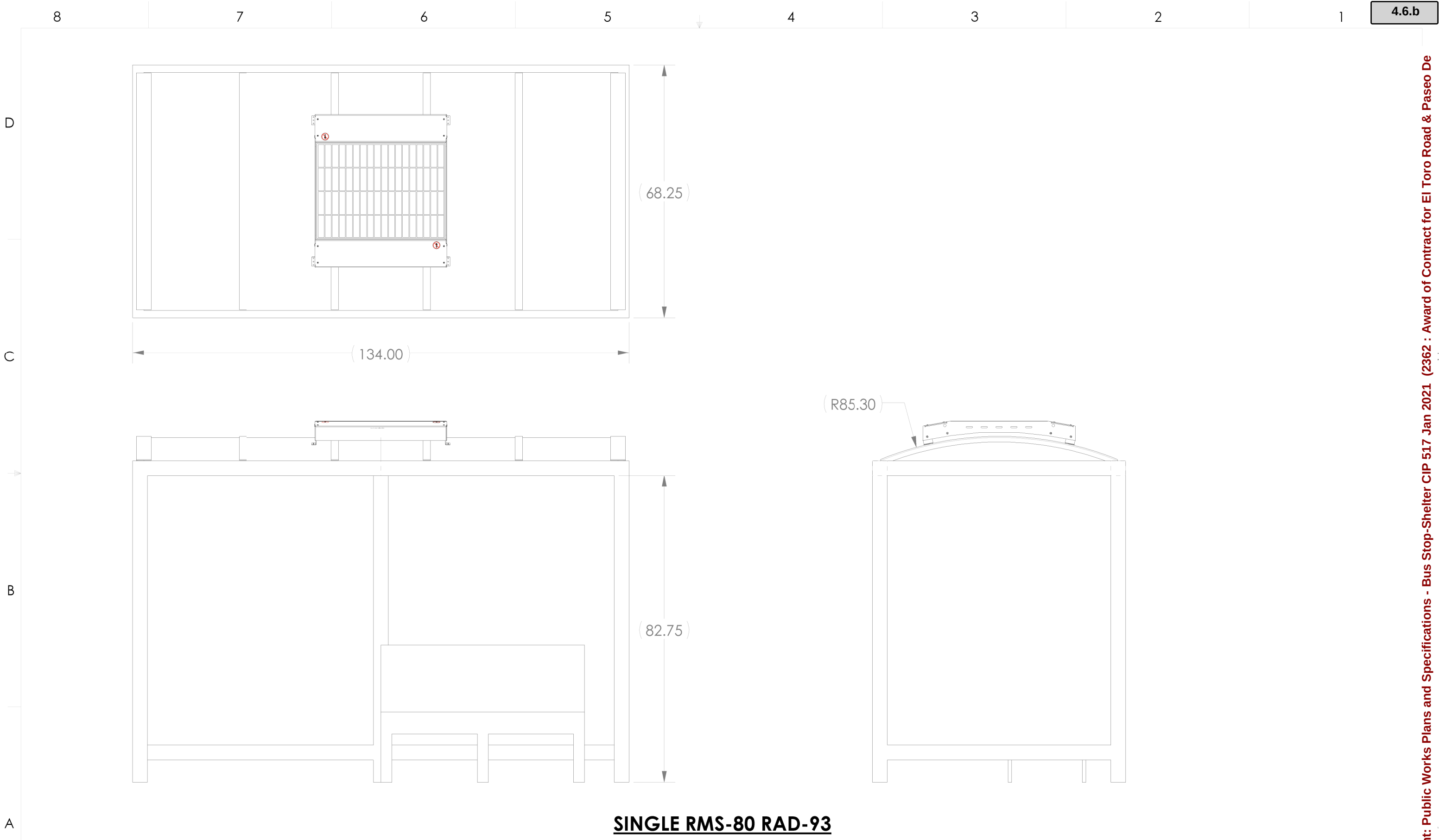
TITLE
RMS-80 RAD-93

DRAWN BY
D HANKE
DATE
05/06/2014

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Victoria, BC, Canada, V8Z 1C2
(T) 778-430-5516 (F)778-430-5517

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1/5



SINGLE RMS-80 RAD-93

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D HANKE

DATE
05/06/2014

TITLE
RMS-80 RAD-93

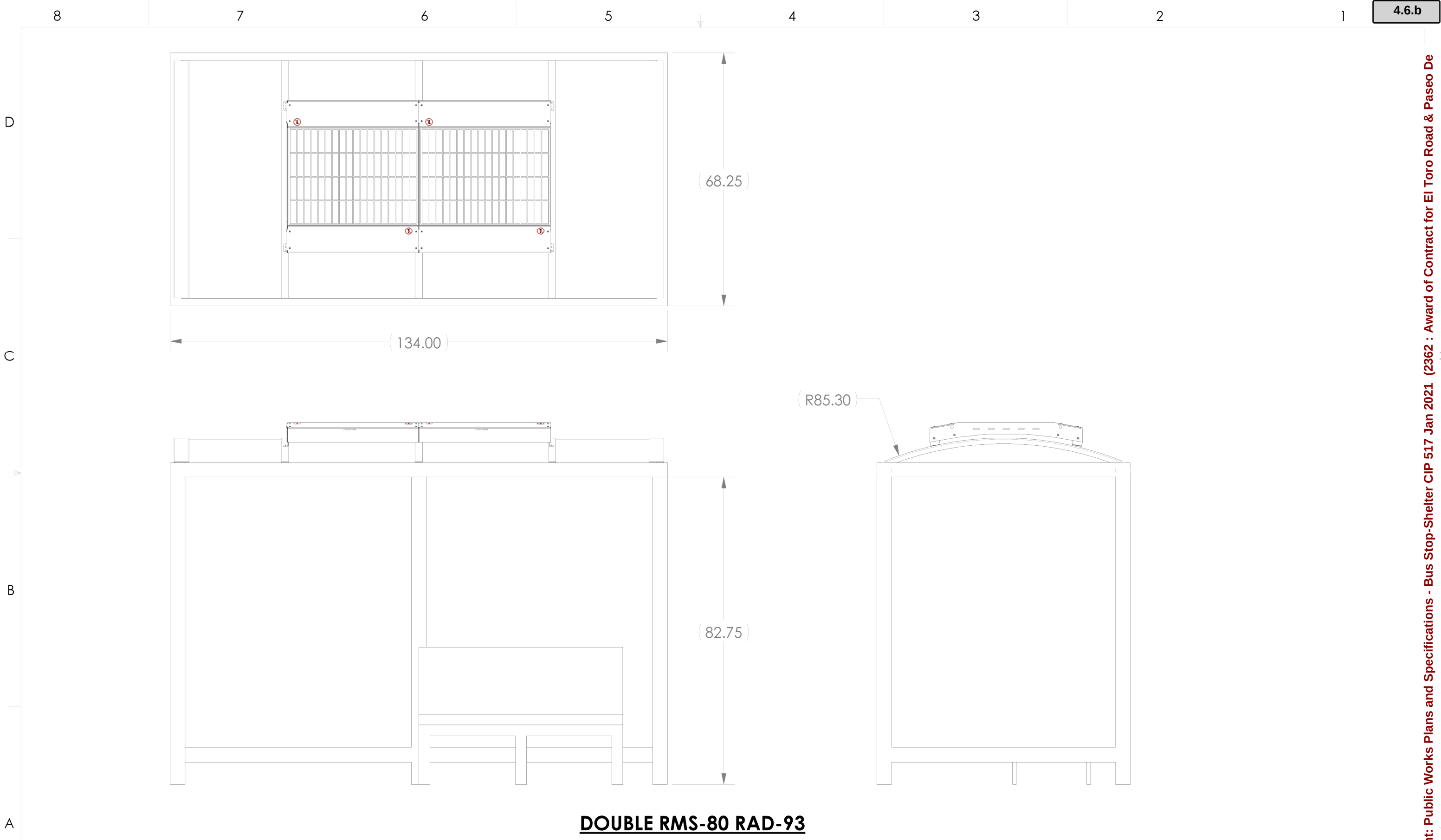
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2/5



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DOUBLE RMS-80 RAD-93

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DATE
05/06/2014

TITLE
RMS-80 RAD-93

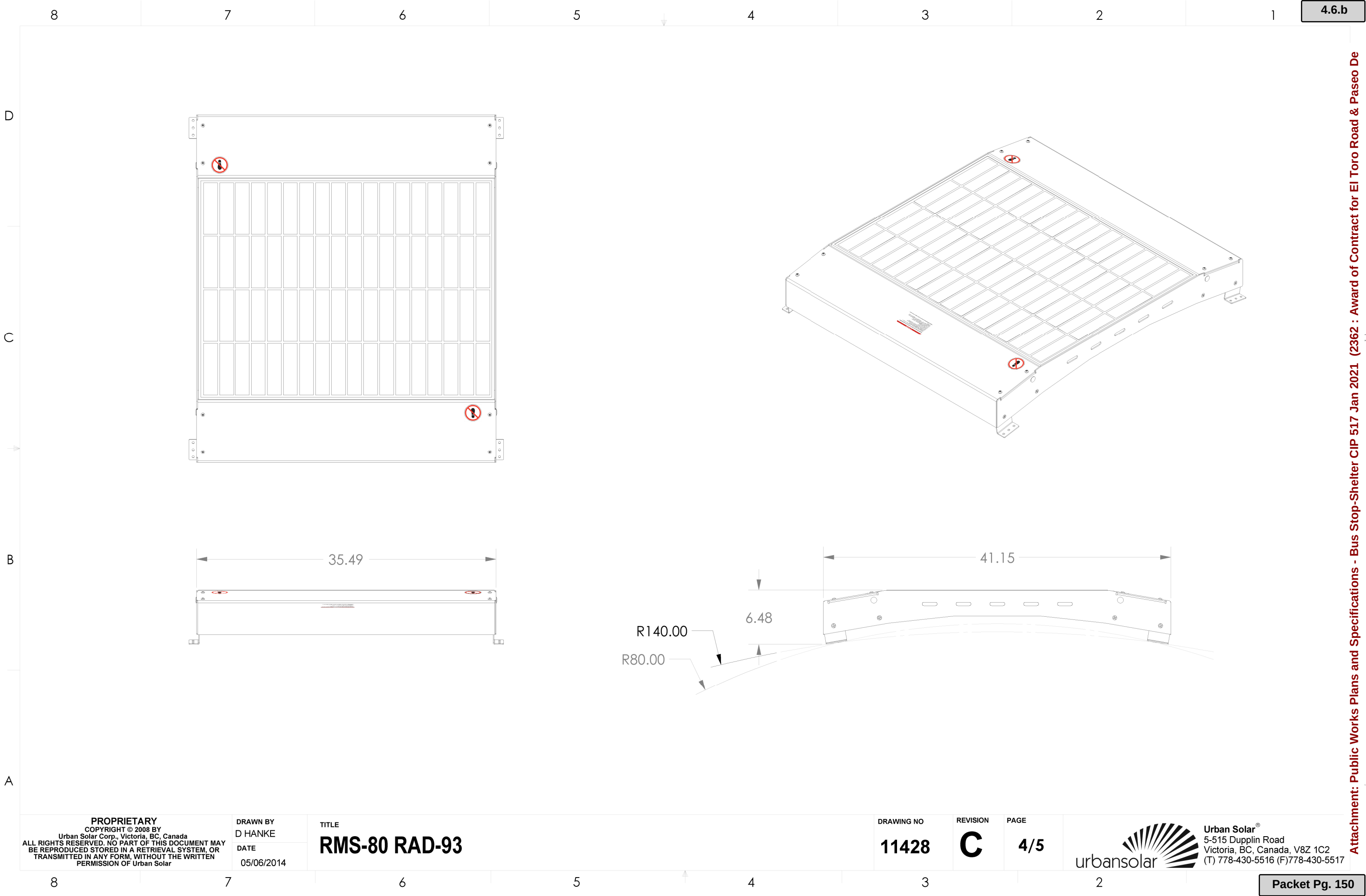
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DATE
05/06/2014

TITLE
RMS-80 RAD-93

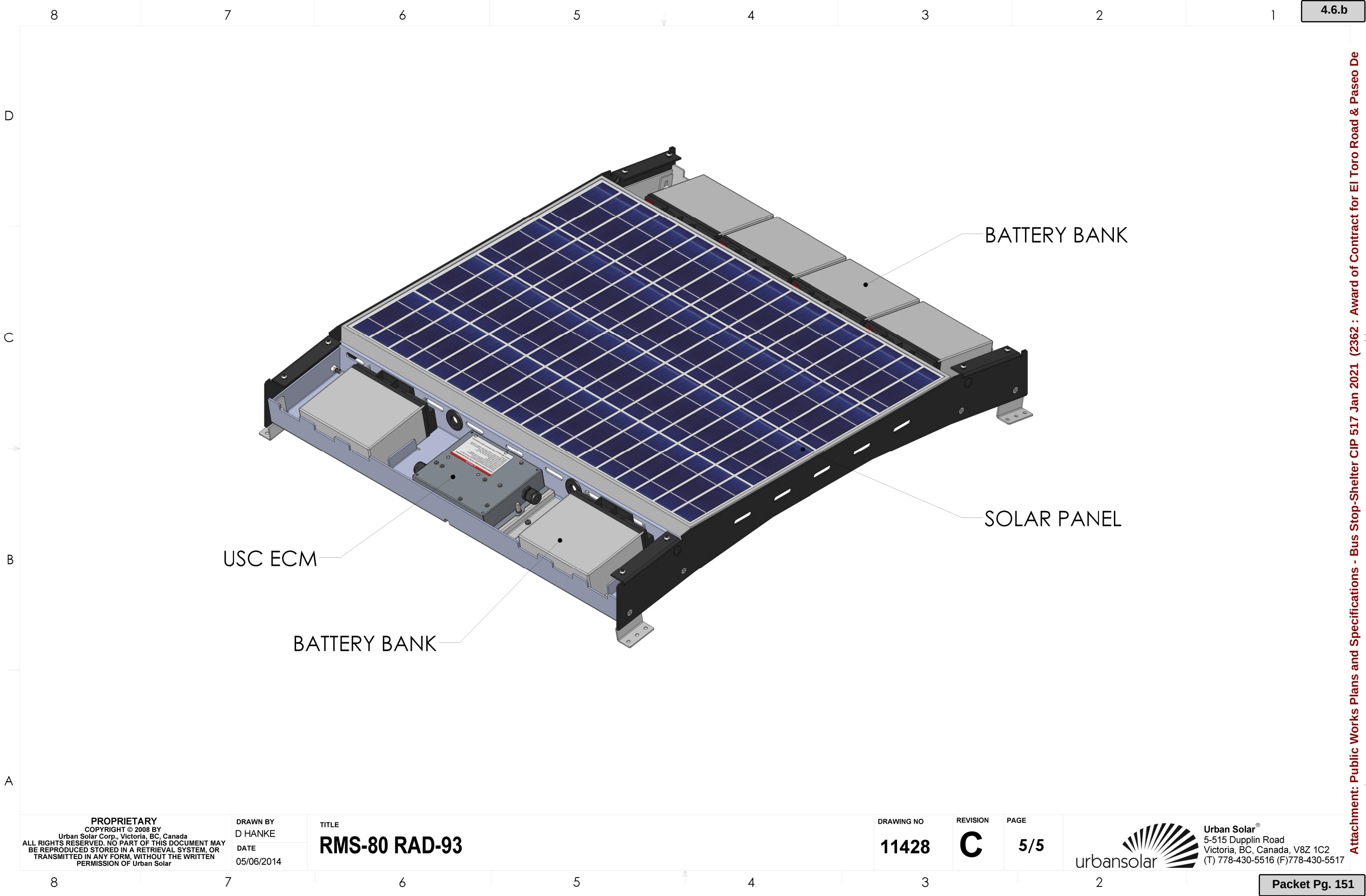
DRAWING NO
11428

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4/5



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D HANKE

DATE
05/06/2014

TITLE
RMS-80 RAD-93

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11428

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C

PAGE
5/5



Urban Solar®
5-515 Dupplin Road
Victoria, BC, Canada, V8Z 1C2
(T) 778-430-5516 (F) 778-430-5517



The Urban Solar **USL01** is an LED light module. This product is offered as part of our commitment to creating custom lighting solutions for our customer's unique needs and environments.

Product Specifications

- LED brand: CREE / OSRAM / Nichia
- Input voltage: 11 ~ 24 Vdc
- Luminous output: 1,050 lm
- Power consumption: 8 W
- Efficacy: 131 lm/W
- Light distribution: BA 25° / BA 45°
- Support dimming: PWM 500 Hz

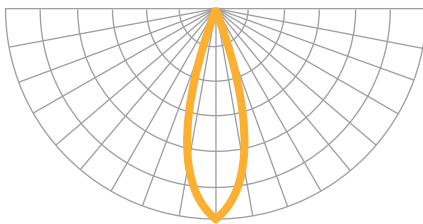
Product Features

- Color temperature: 5700 K (5-step)
 - CRI: 70
 - Dimension: ϕ 120 x 66 mm / ϕ 4.72 x 2.6 inch
 - Weight: 0.5 kg / 1.1 lb
 - Operating temperature: Tcase: -40 ~ +85°C
 - IP protection: IP67
 - Lifetime: L70B10 > 100,000 hours
 - Metal material: Aluminum
 - Metal surface treatment: Black electrophoretic deposition
 - Wire connection:
 - Cable - Pig tail, UL 2464 3C x 22AWG, 80°C, 300 V
 - Positive = red; Negative = black; Dimming = white
 - Screw material: Stainless
 - Front cover material: Stainless
 - Cover material: 3mm glass
 - Lens material: Polycarbonate
 - PCB material: Aluminum
 - Bezel material: Aluminum
 - Bezel surface treatment: Black powder coating
 - Installation method: M5 screw x 3
- Luminous flux measurement is at initial 25°C
- Luminous flux and power consumption measurement allowance is +/- 10%
- CRI allowance is +/- 5%
- Other CCT or CRI is available
- Certifications are not covering all configurations, please contact Urban Solar for details.

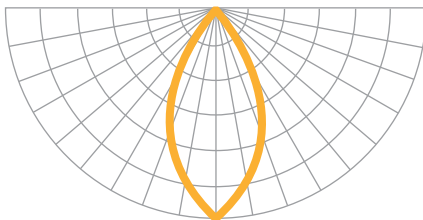
Photometry

(maximum candlepower trace)

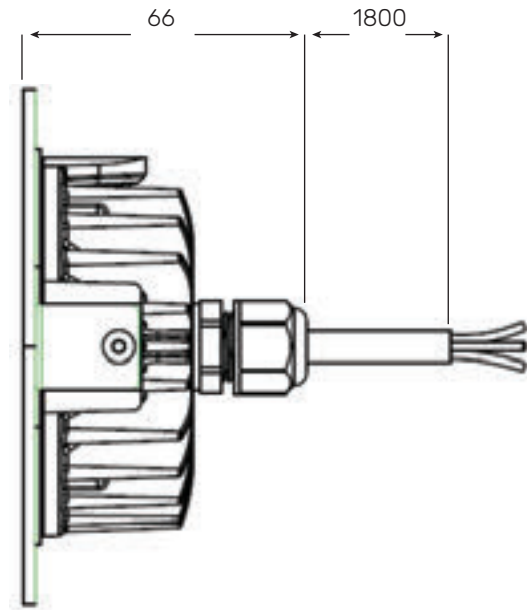
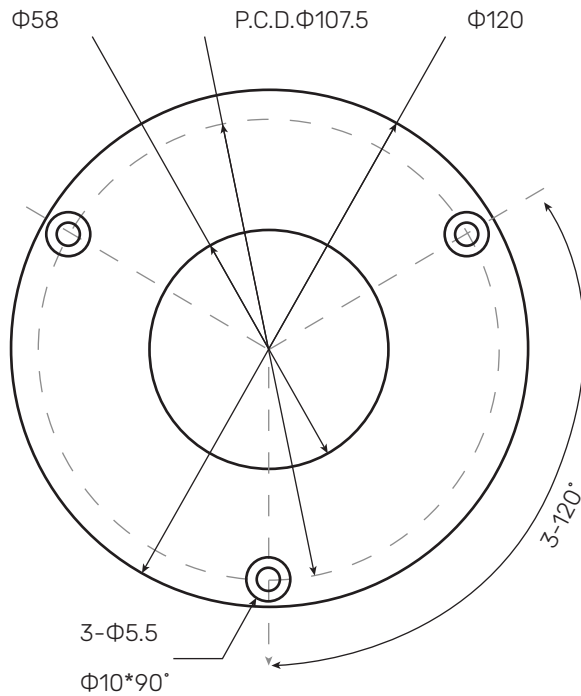
Beam angle 25°



Beam angle 45°



Dimensions

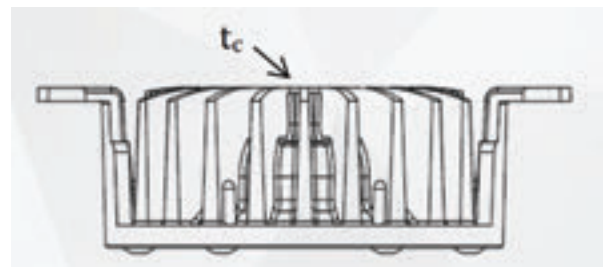


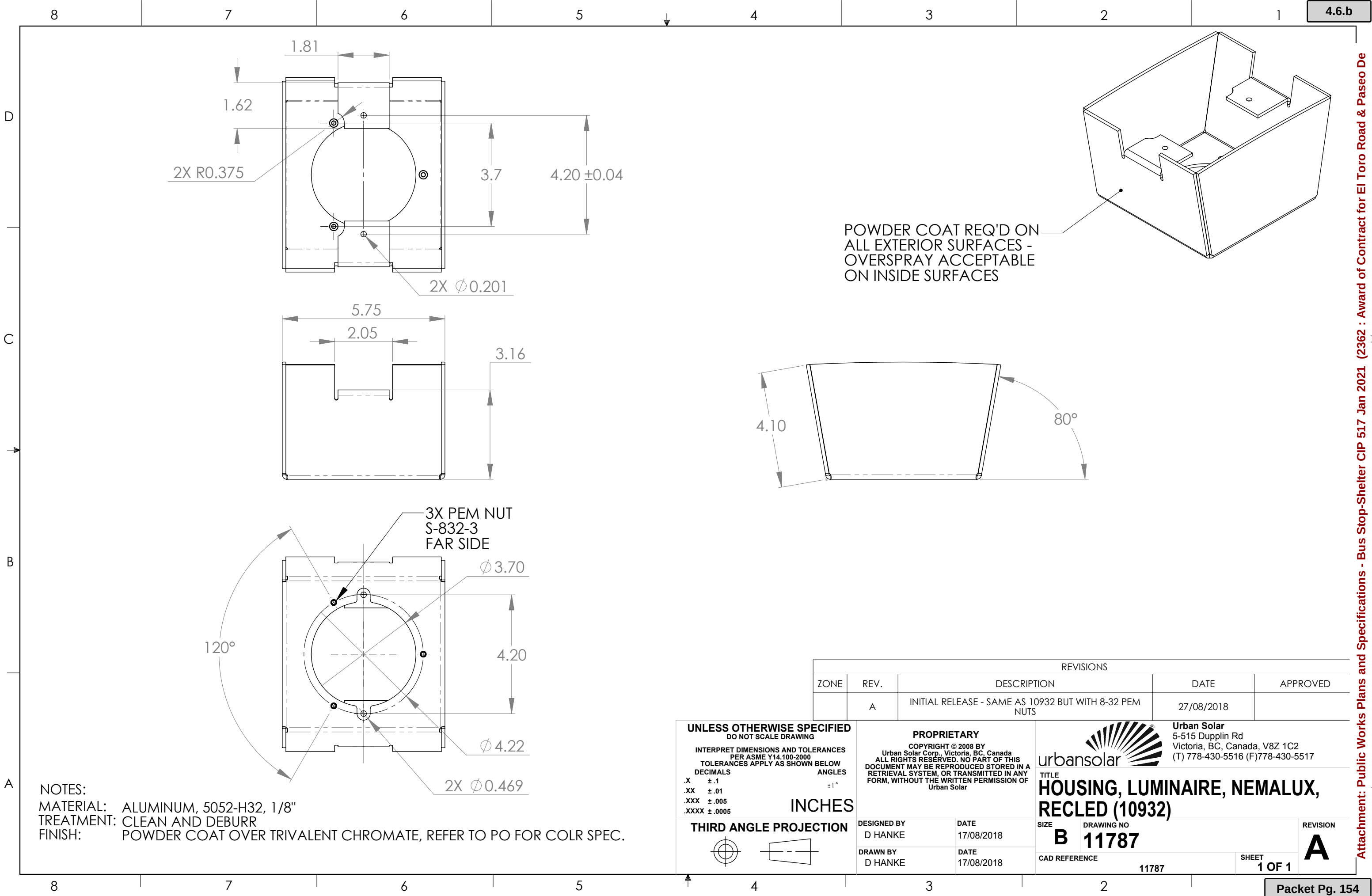
Attention

1. Ensure power supply is disconnected before and during installation and maintenance.
2. Ensure the cable wiring is in waterproof protection.
3. Ensure the wire is connected to the right polarity.
4. If the external flexible cable or cord of this module is damaged, it shall be exclusively replaced by the manufacturer or his service agent or a similar qualified person in order to avoid a hazard.
5. Don't use in sulfide, chloride or other unknown chemical environments.
6. Do not stare at operating light source directly.
7. Ensure the operating temperature of module and warranty maximum temperature is t_c 85°C.

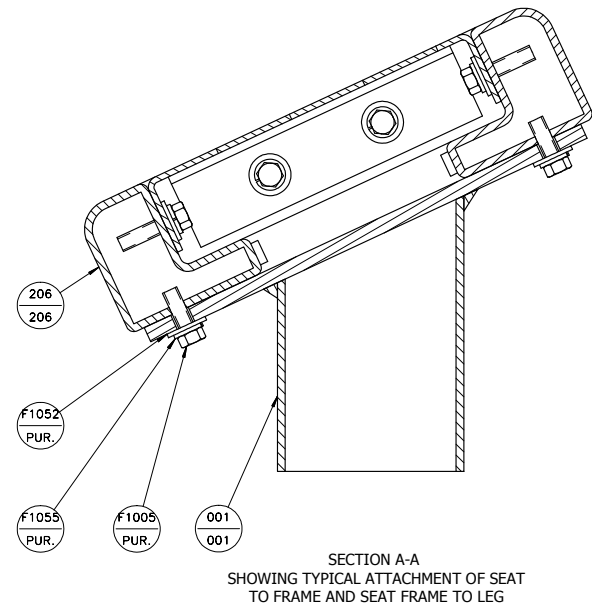
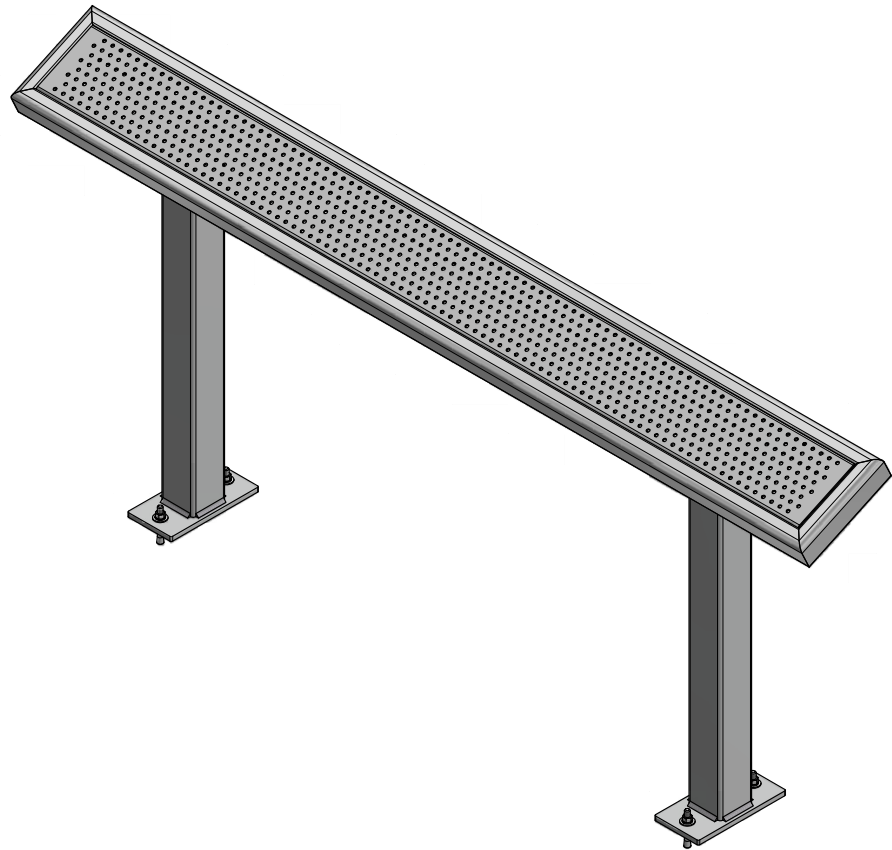
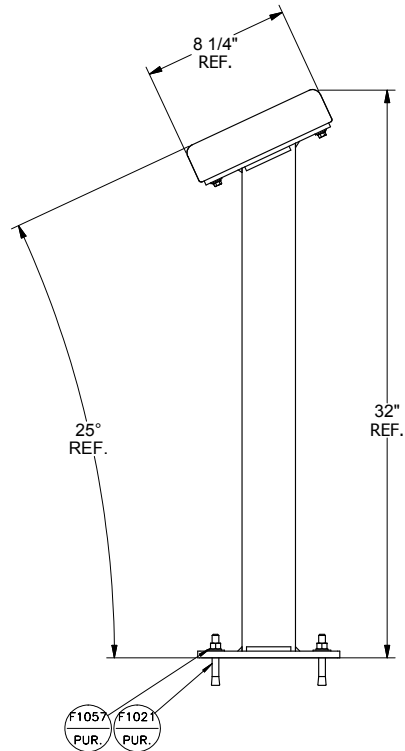
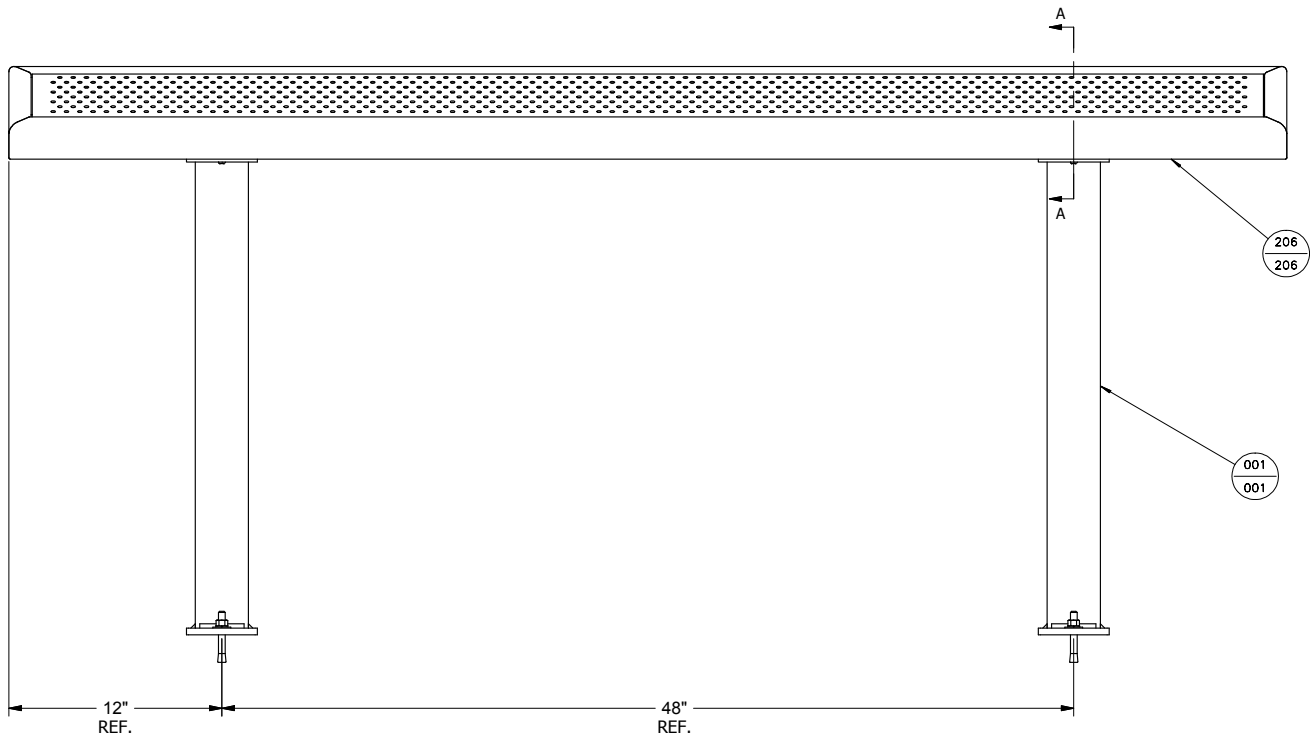
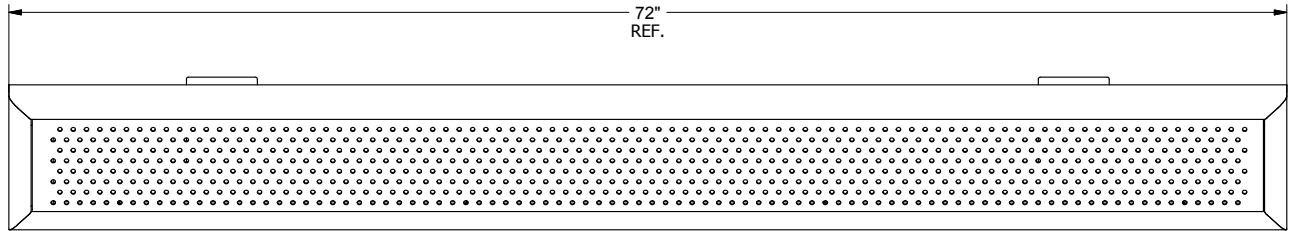
Packing

- Quantity: 10 pcs
- Dimension: 403 x 315 x 190 mm / 15.87 x 12.4 x 7.48 in
- Weight: 8 kg / 17.64 lb





Attachment: Public Works Plans and Specifications - Bus Stop-Shelter CIP 517 Jan 2021 (2362 : Award of Contract for El Toro Road & Paseo De



BRASCO INTERNATIONAL, INC.
32400 INDUSTRIAL DRIVE
MADISON HEIGHTS, MICHIGAN 48071
1-800-893-3665 WWW.BRASCO.COM

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LEAD TIME BEGINS UPON RECEIPT OF SIGNED APPROVAL.

SIGNED: _____ DATE: _____

QUANTITY (XX) LEANING RAILS THUS:

SPECIFICATIONS:

POWDER COATED ALUMINUM STRUCTURE (RAL T.B.D.)
HDPE BENCH SLAT (COLOR T.B.D.)

MODEL #LR-EC-6-P
LEANING RAIL (LR-EC-6-P)
(SEE BOM) REQ'D - SUB ASSEMBLY
SEE PARTS LIST

BRASCO INTERNATIONAL SUB ASSEMBLY PARTS LIST					
ITEM	QTY	SHT	DESCRIPTION	MODEL NUMBER	PART NUMBER
001	2	001	LEANING RAIL LEG WELDMENT	LR-EC-001	
206	1	206	SEAT ASSEMBLY (LR-EC-6-P)	LR-EC-206	
F1005	4	PUR.	1/4"-20 X 3/4" S.S. HEX HEAD BOLT		F1005
F1021	4	PUR.	3/8"-16 x 2 3/4" S.S. WEDGE ANCHOR BOLT		F1021
F1052	4	PUR.	1/4" S.S. FLAT WASHER		F1052
F1055	4	PUR.	1/4" S.S. LOCKWASHER		F1055
F1057	4	PUR.	3/8" S.S. LOCK WASHER		F1057
CUSTOMER:			BRASCO INTERNATIONAL		DESIGNER: BMB
PROJECT:			ECLIPSE LEANING RAIL STANDARDS		CHECKER: NCR
MODEL:			LR-EC-6-P		DATE: 12/20/16
			JOB # STD.		DATE: 12/20/16
					SHEET: A001
					REVISION: A

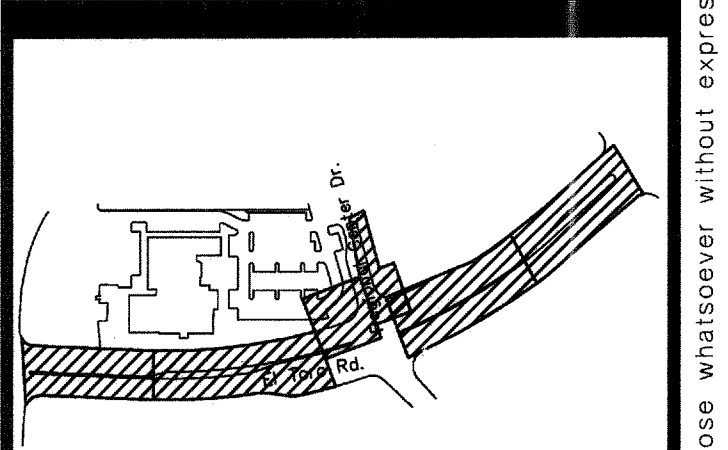


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32400 INDUSTRIAL DR.
MADISON HEIGHTS, MICHIGAN 48071
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Appendix D – Existing Bus Stop Shelter CIP No. 313 excerpt of plans and reference documents





Client:
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA
92653

Project:
Laguna Hills
Urban Village
Package - 3

City of Laguna Hills
California



Revisions:

1-14-23	OMIT DUE TO POWDER COAT
5-6-23	As Built

Sheet Info:

Drawn By: DF, RM
Checked By: CSM, CH, MS
Scale: AS SHOWN
Date: May 23, 2007/
Sept. 15, 2008
Job No.: 0926.003

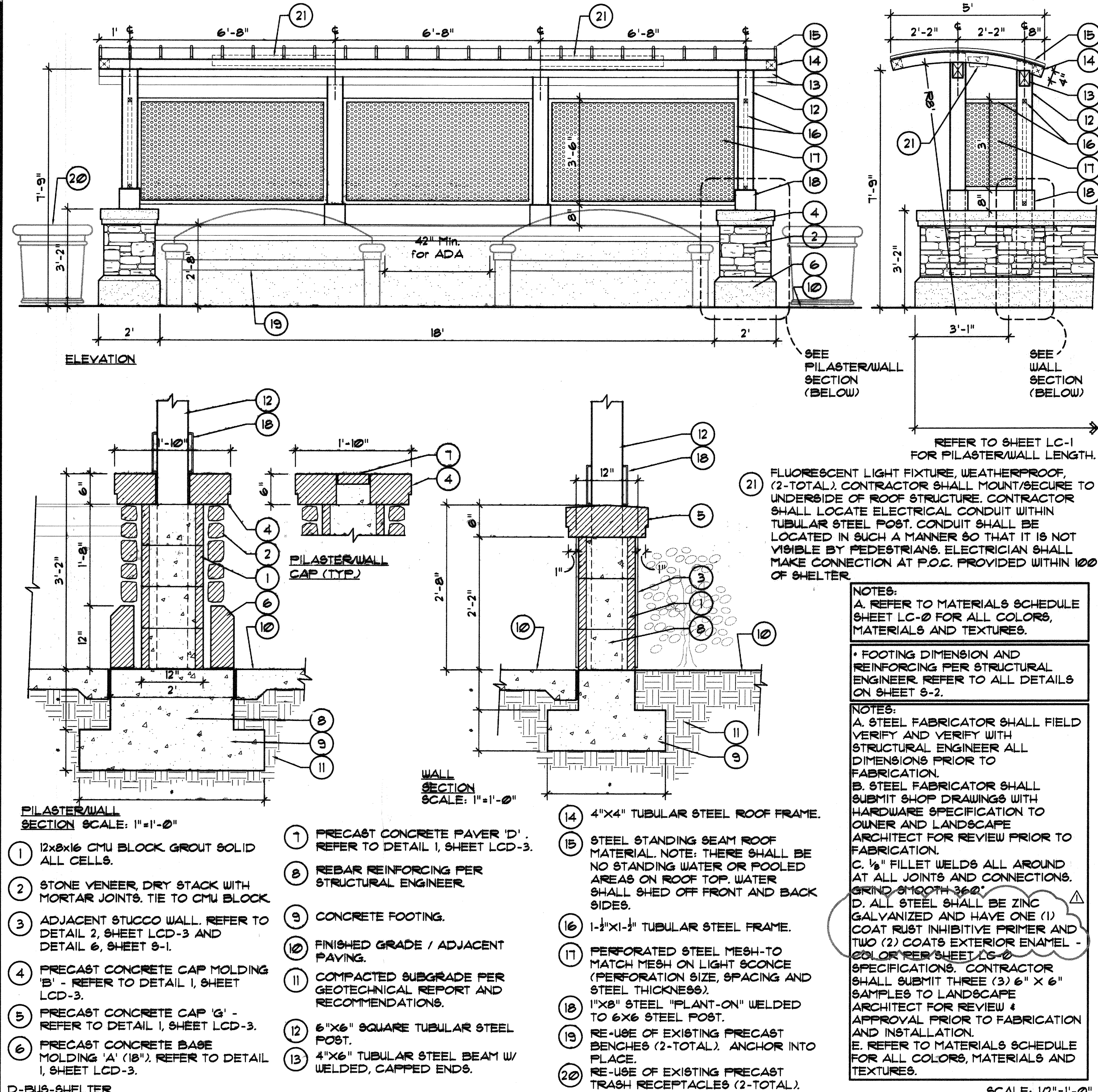
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Construction
Details

Sheet Reference:

LCD-4

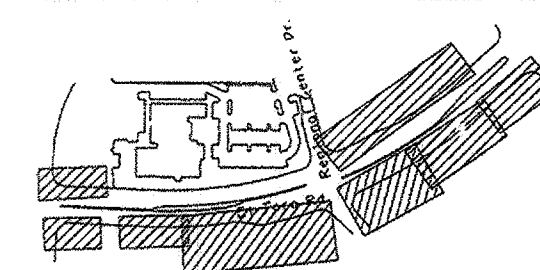
Sheet: 13 of 40



D-BUS-SHELTER

BUS SHELTER

FOR REFERENCE ONLY



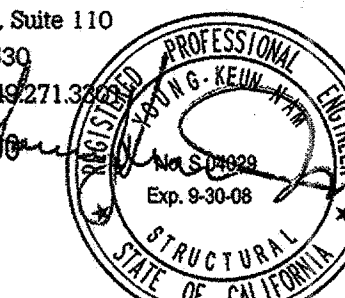
Client:
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA
92653

Project:
Laguna Hills
Urban Village
Package - 3

City of Laguna Hills
California

Thornton Tomasetti

Thornton Tomasetti, Inc.
2415 Campus Drive, Suite 110
Irvine CA 92612-8530
T 949.271.3300 F 949.271.3300
JOB #GG855700



Revisions:
As Built Drawings of Record 5/16/09

Sheet Info:

Drawn By: DF
Checked By: CSM/CH
Scale:
Date: August 7, 2008
Job No.: 0926.003

Sheet Title:

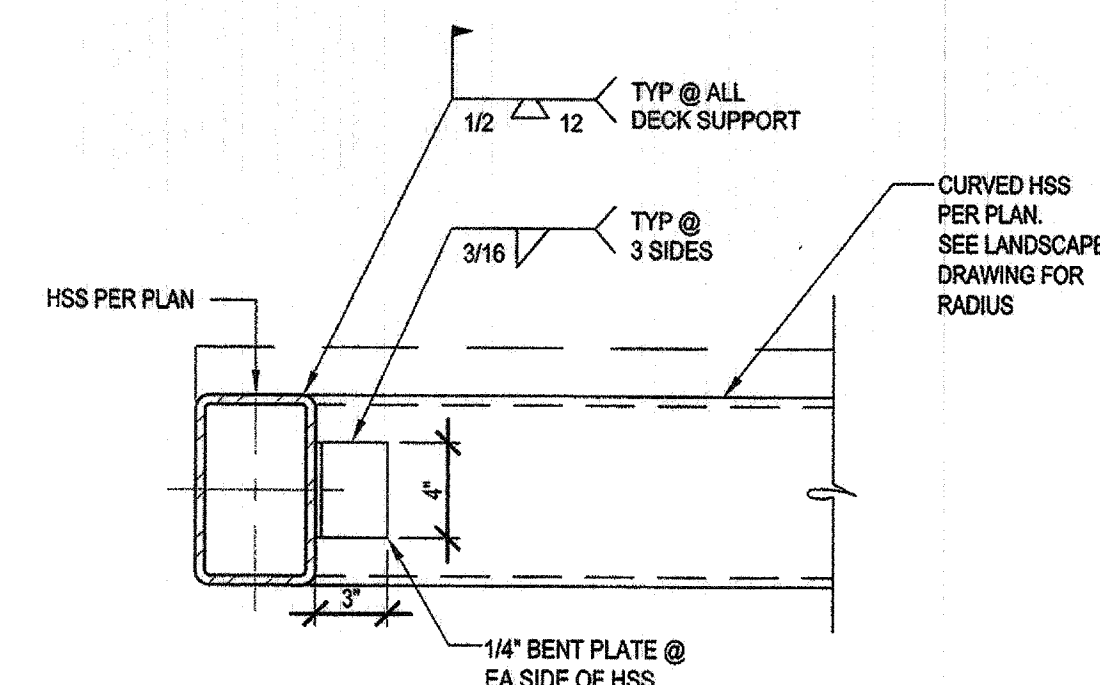
Structural
Details

Sheet Reference:

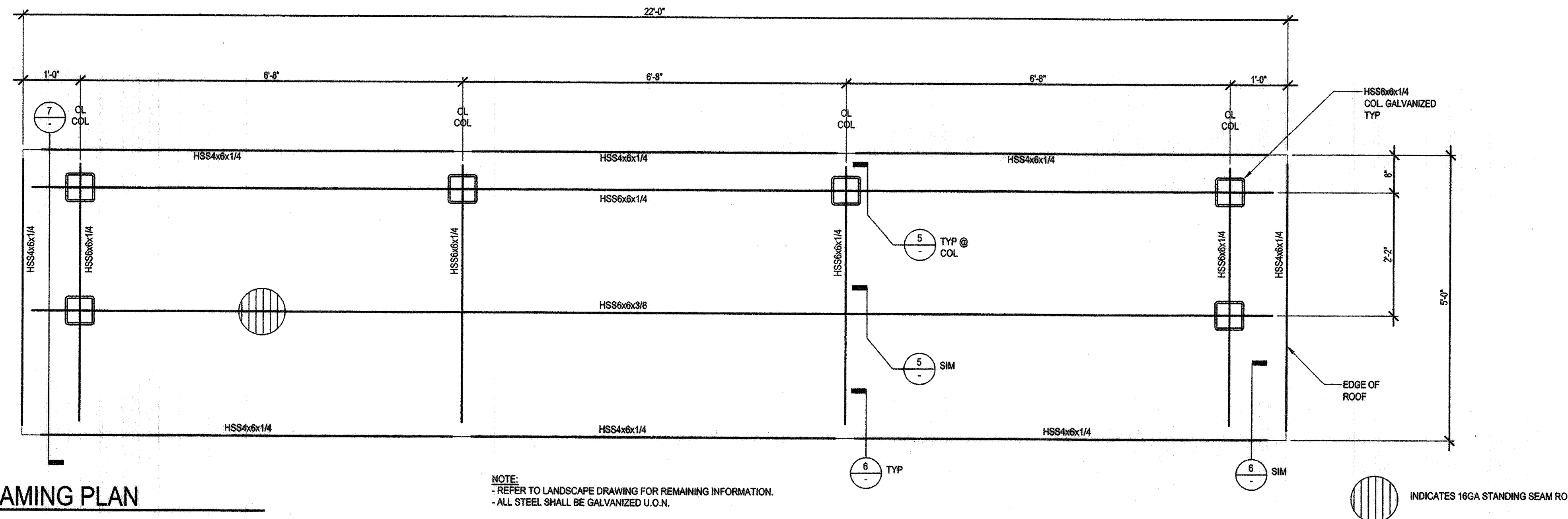
S-2

Sheet: 37 of 40

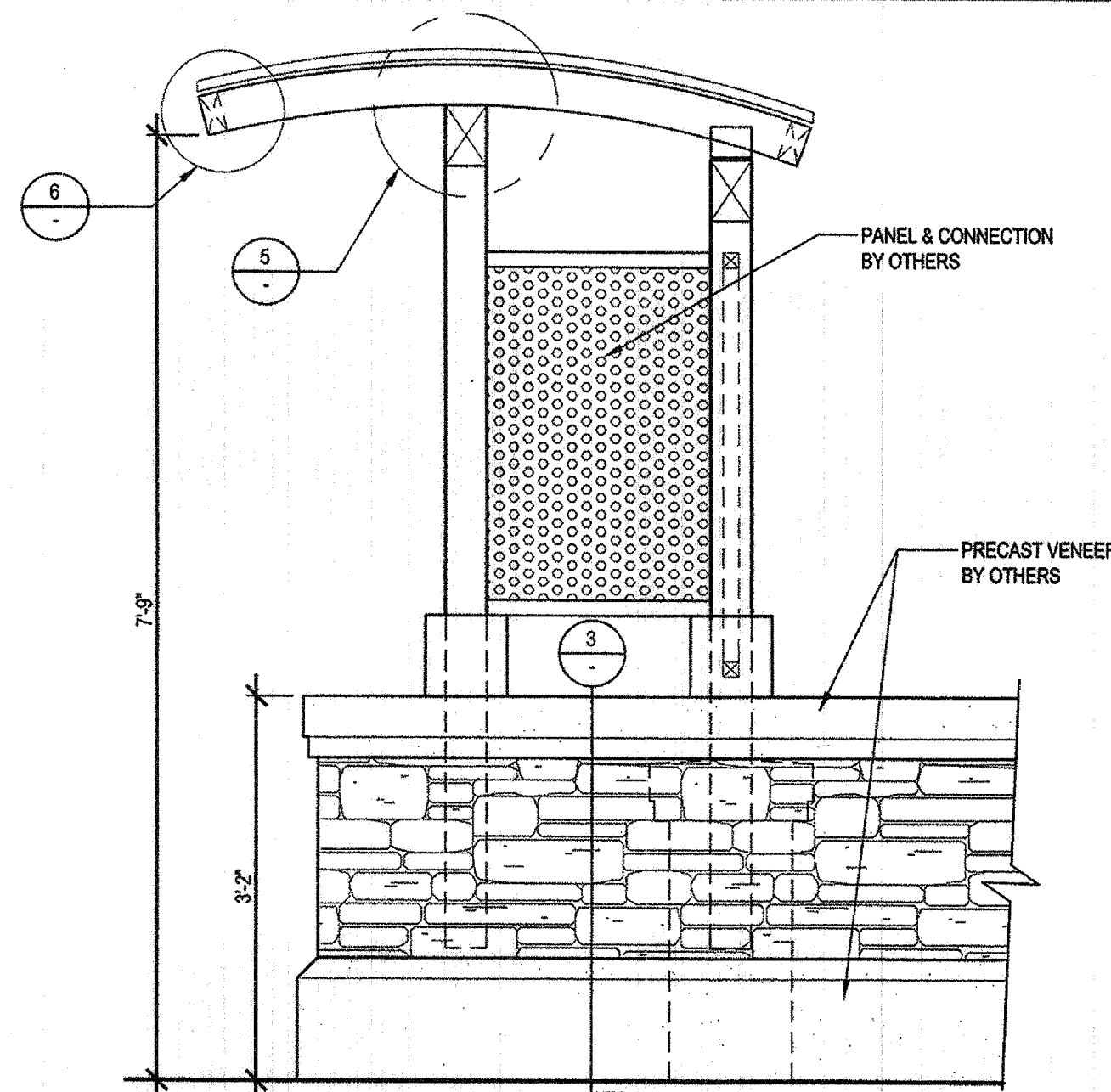
FOR REFERENCE ONLY



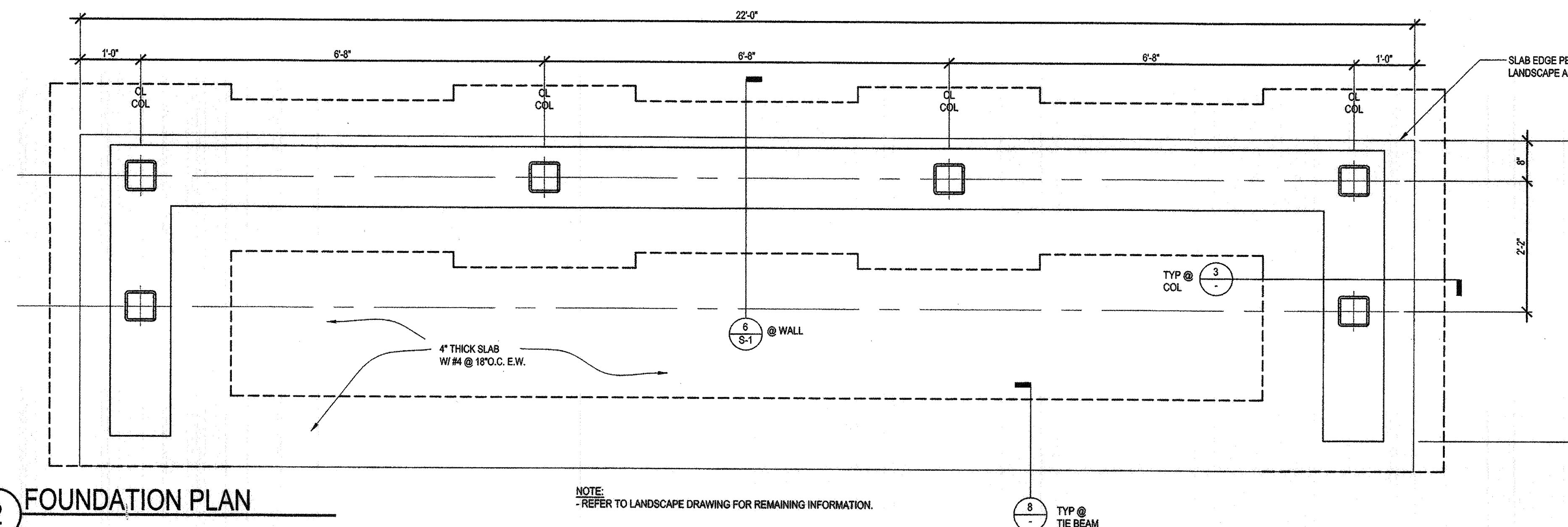
6 DETAIL



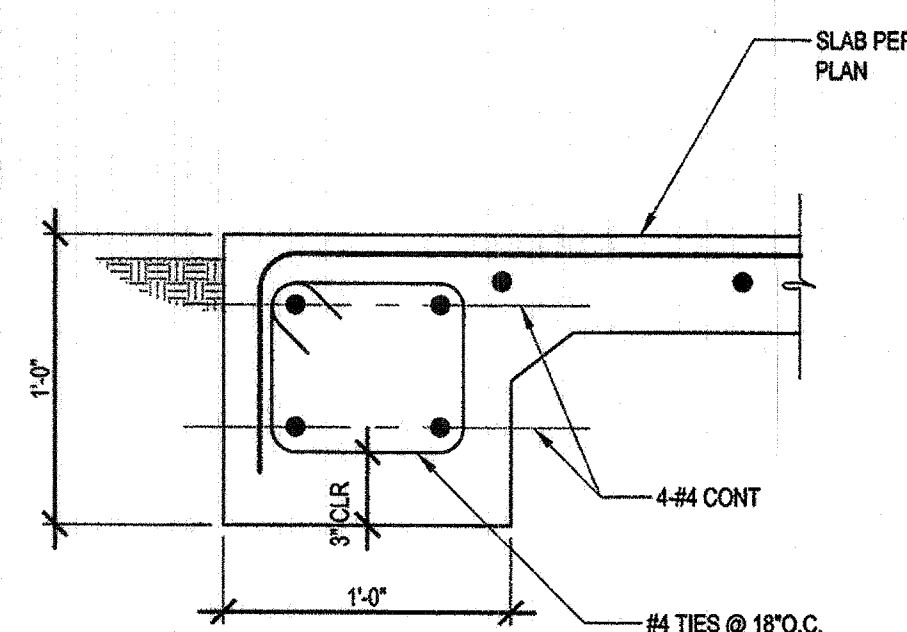
1 FRAMING PLAN



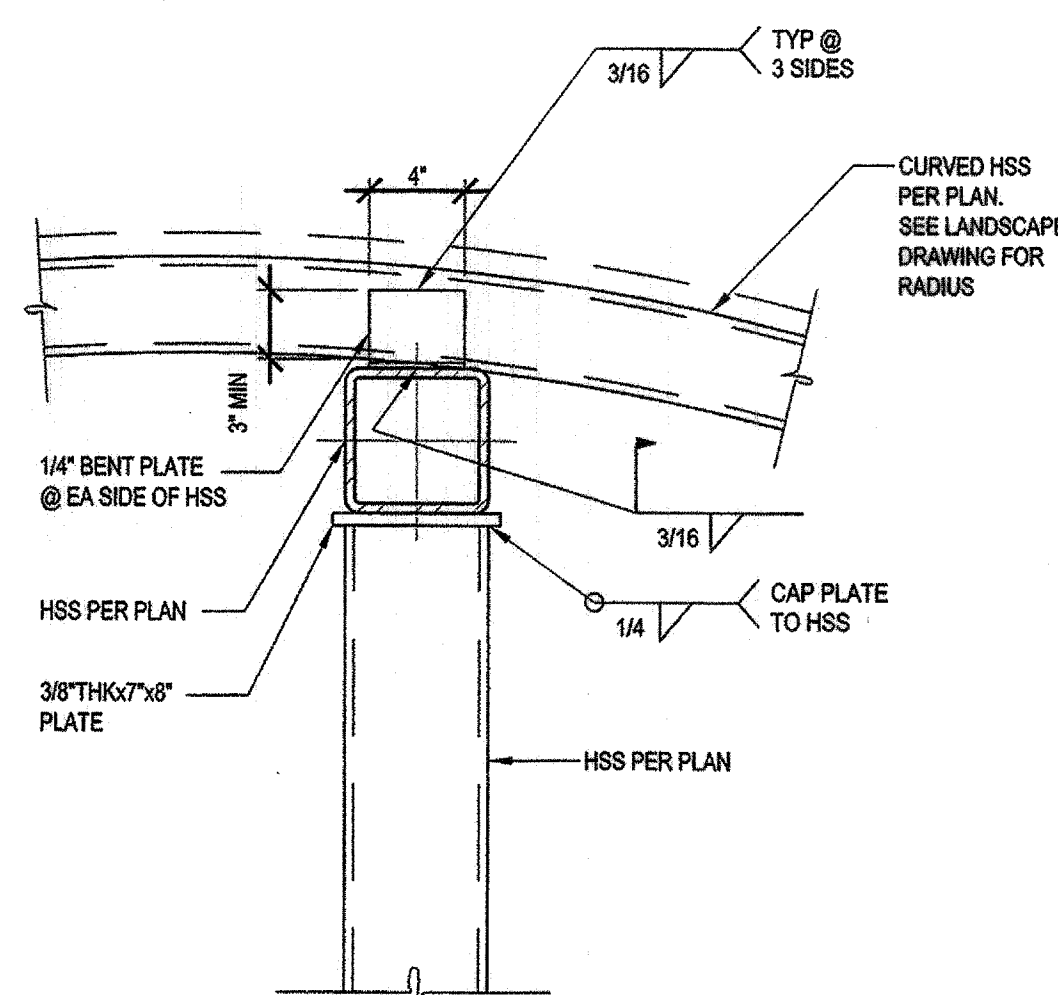
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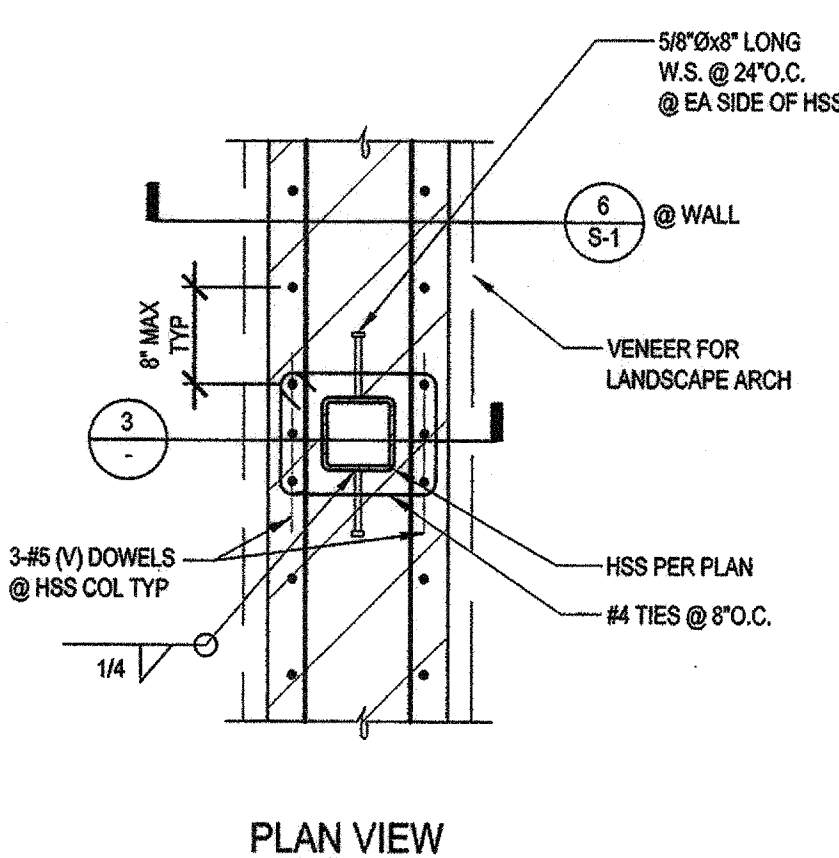
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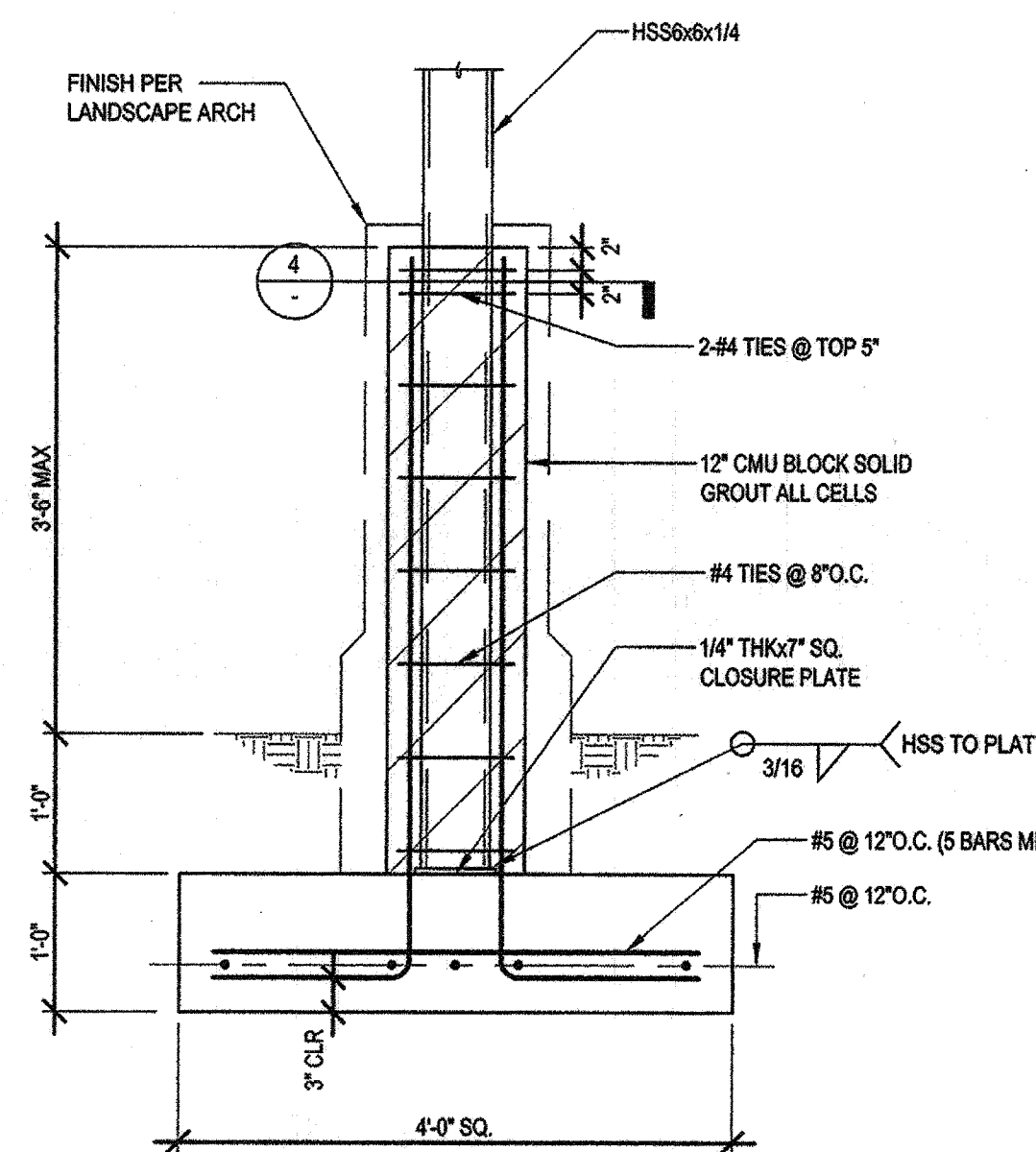
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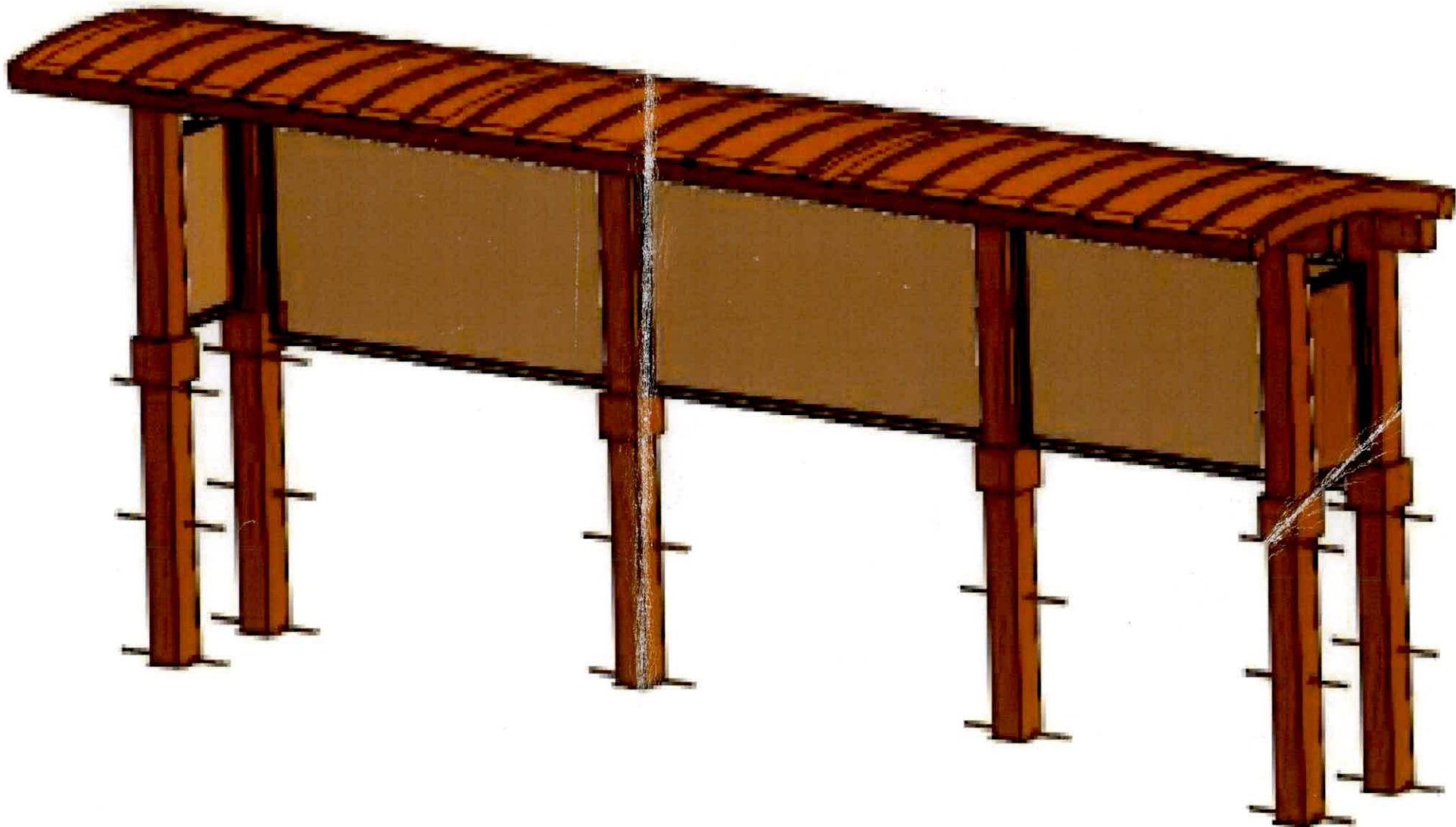
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City of Laguna Hills, CA

22' x 5' Shelter

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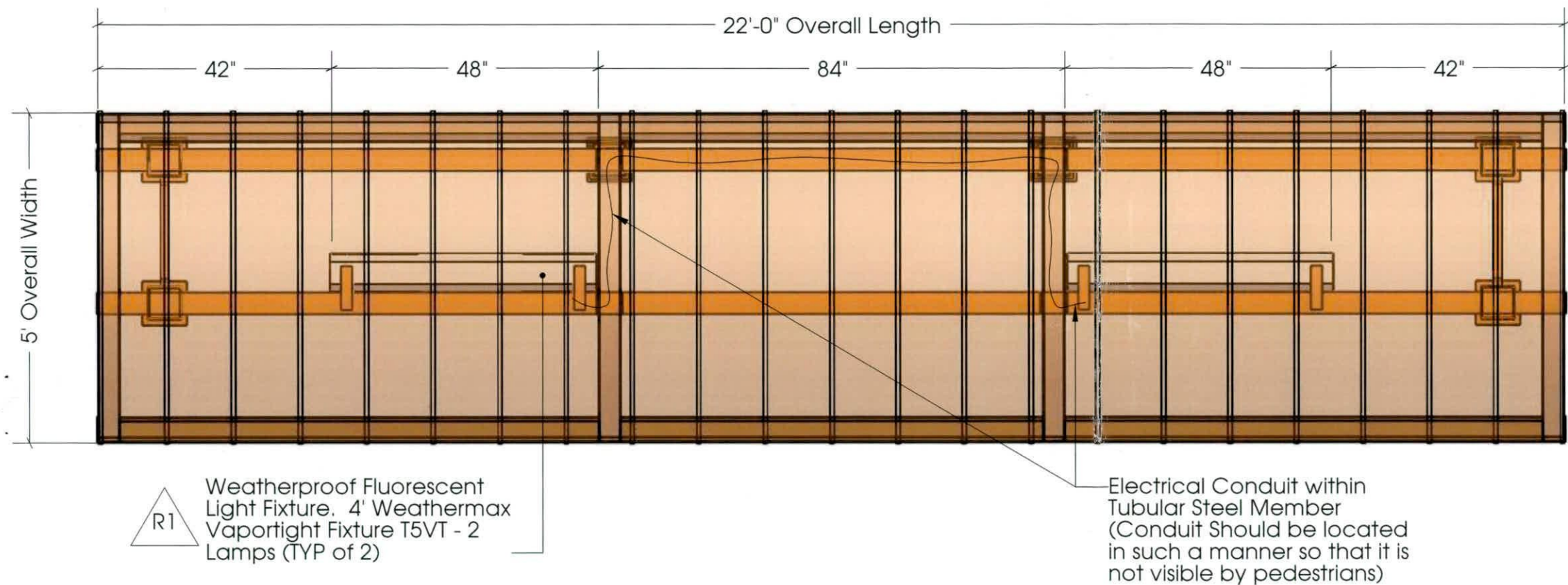
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Since 1952

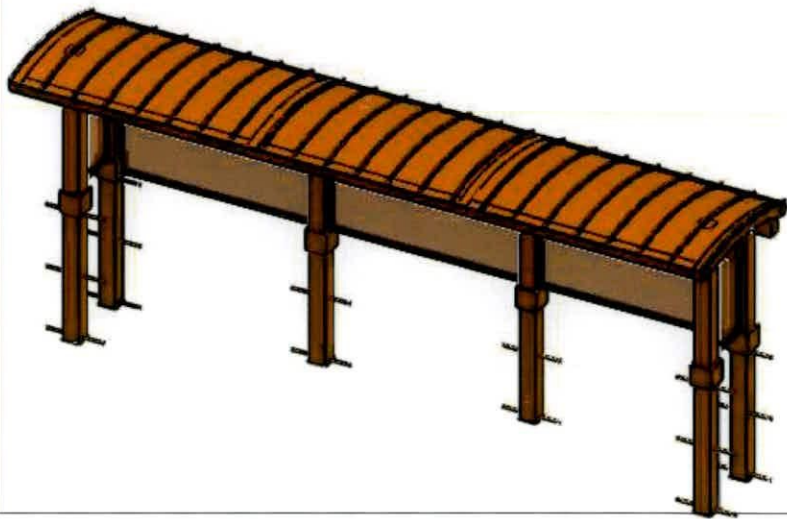


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12536 CHADRON AVE., HAWTHORNE, CA 90250
PHONE: 310.978.2000 FACSIMILE: 310.978.4000
HTTP://WWW.LNISIGNS.COM

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1 22' X 5' Shelter Layout Plan
2 Scale: 1/2" = 1'



CONTENTS

22' x 5' Shelter Layout Plan	Pg. 2
22' x 5' Shelter Top, Front & Side Views	Pg. 3
Shelter Attachment Details	Pg. 4
Shelter Attachment Details	Pg. 5
Laser Cut Steel Plate	Pg. 6

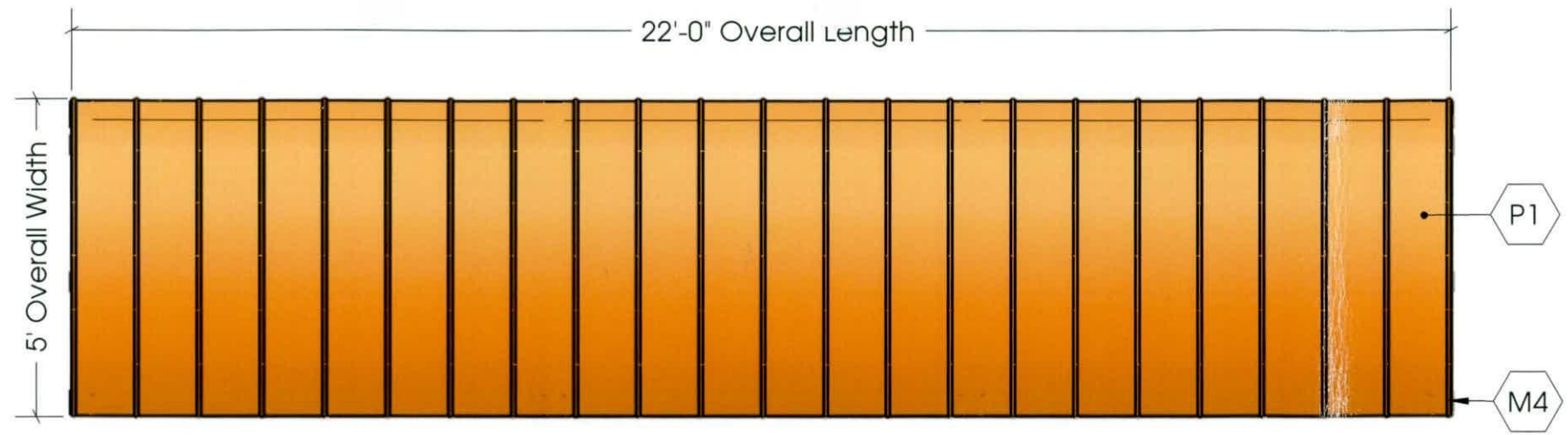
PROJECT NAME: Laguna Hills Ca	DRAWING: 22' X 5' Shelter	APPROVAL	DATE	△	DATE	BY	DESCRIPTION	NOTE: THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY LNI CUSTOM MFG., INC. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT BEING PLANNED FOR YOU BY LNI CUSTOM MFG., INC. IT IS NOT TO BE SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION, NOR IS IT TO BE USED, REPRODUCED, COPIED, OR EXHIBITED IN ANY FASHION.	SHEET
ADDRESS: Various	SCALE: As Shown	CLIENT		R1	1/19/09	RA	Light Fixture Specs.	GENERAL NOTES	2 of 6
CITY/STATE: Various	DRAWN BY: R. Andrade	SALES		R2					
TELEPHONE: N/A	DESIGN DATE: 1/5/09	LANDLORD		R3					
FAX NUMBER: N/A	SALES PERSON: T. Roth	PROGRAMING		R4					
		ENGINEER		R5				CUSTOMER TO PROVIDE PRIMARY ELECTRICAL SERVICE WITHIN 6'-0" OF SIGN ELECTRICAL CONNECTION. ALL ELECTRICAL COMPONENTS TO BE U.L. APPROVED. MANUFACTURE'S LABEL AND U.L. LABEL SHALL BE PLACED ON SIGN ACCORDING TO CITY CODE.	



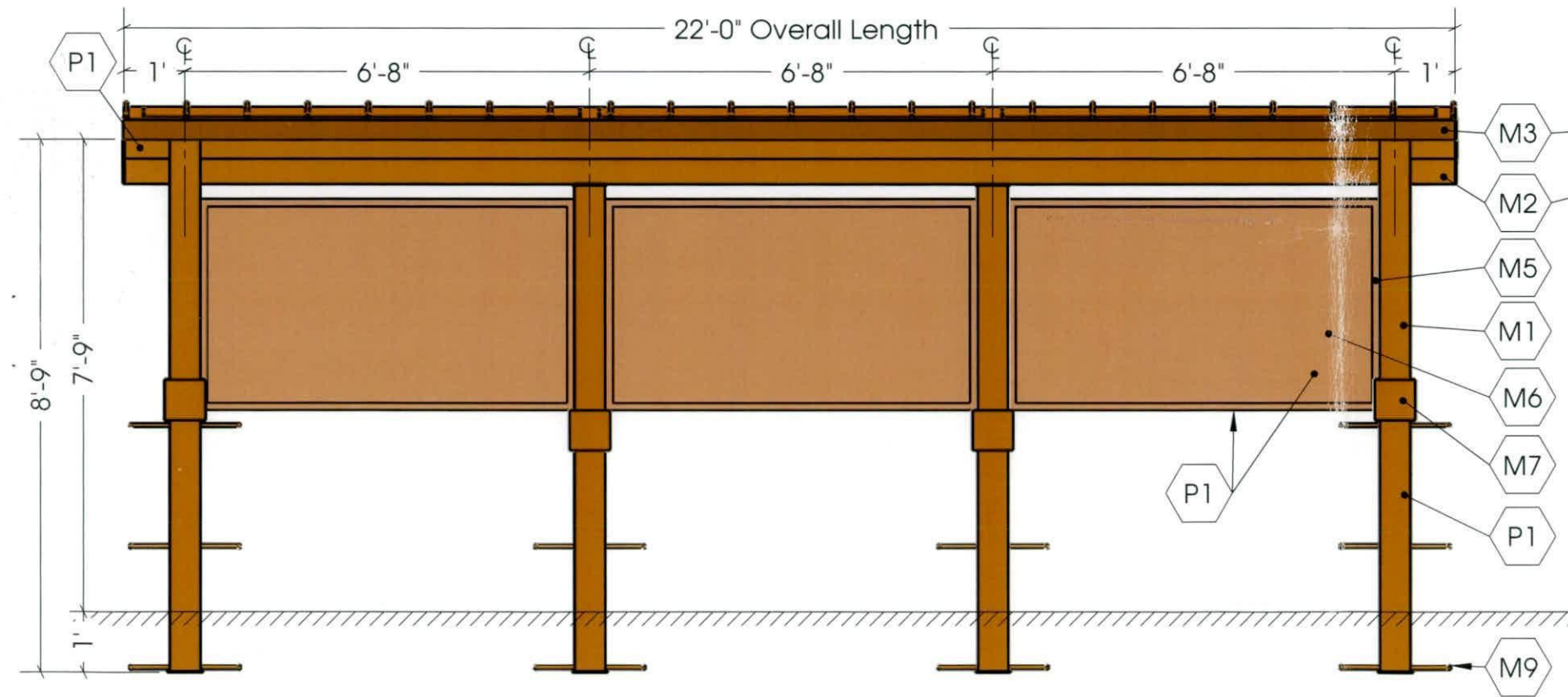
12536 Chadron Avenue
Hawthorne, CA 90250
Ph 310.978.2000
Fx 310.978.4000
<http://www.lnisingns.com>

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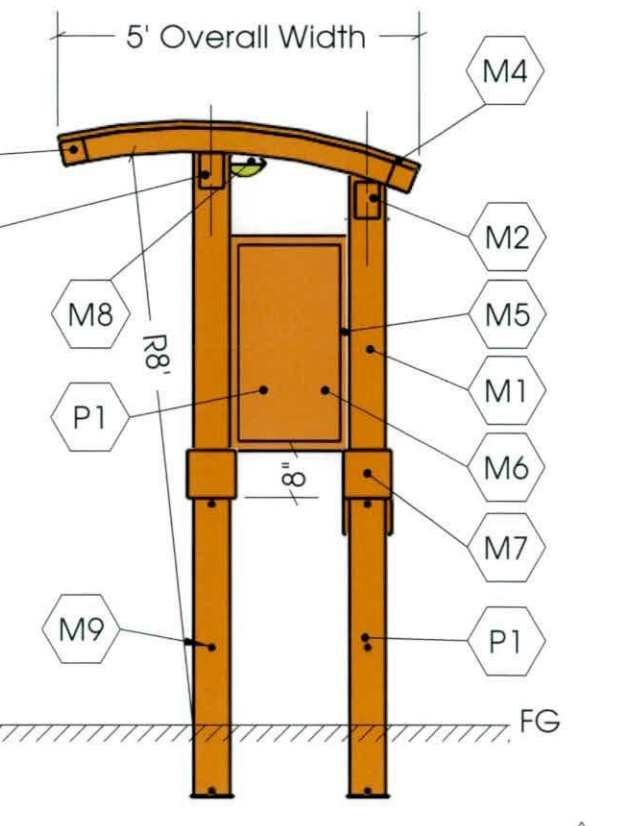
FOR REFERENCE ONLY



1 22' X 5' Roof Top View
3 Scale: 3/8" = 1'



2 22' X 5' Shelter Front View
3 Scale: 3/8" = 1'



3 22' X 5' Shelter Side View
3 Scale: 3/8" = 1'

Powder Coat	
R1	P1 Tiger Drylac Ext. Powder Coat 49/ 52690 RAL 6022 (Brown)

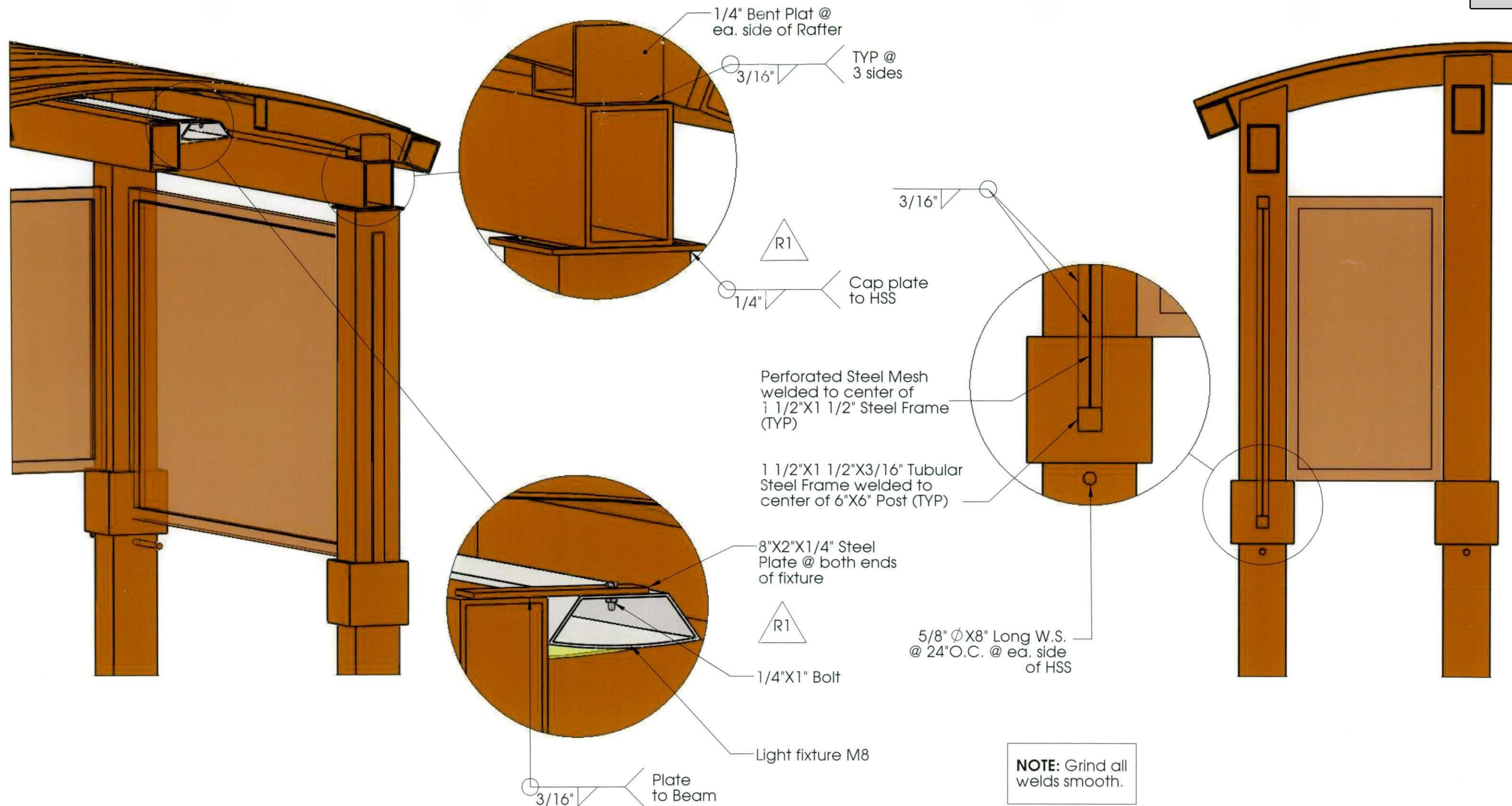
Materials	
M1	6"X6"X1/4" Square Tubular Steel Post.
M2	4"X6"X1/4" Tubular Steel Beam W/ Welded, Capped Ends.
M3	4"X4"X1/4" Tubular Steel Roof Frame
M4	Steel Standing Seam Roof Material. Note: There shall be no standing water or pooled areas on roof top. Water shall shed off front and back sides.
M5	1 1/2"X1 1/2" X 3/16" Tubular Steel Frame.
M6	Perforated Steel Mesh To Match Mesh on Light Sconce (Perforation Size, Spacing and Steel Thickness)
M7	1"X8" Steel "Plant-On" Welded to 6"X6" Steel Post.
M8	Weatherproof Fluorescent Light Fixture. 4' Weathermax Vaportight Fixture T5VT - 2 Lamps
M9	5/8" X 8" Long W.S. @ 24"O.C. @ ea. side of HSS.

PROJECT NAME: Laguna Hills, Ca		DRAWING: 22' x 5' Shelter		APPROVAL		DATE		 12536 Chadron Avenue Hawthorne, CA 90250 Ph 310.978.2000 Fx 310.978.4000 http://www.lni-signs.com CUSTOM MANUFACTURING SINCE 1952	△ DATE BY DESCRIPTION	NOTE: THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY LNI CUSTOM MFG., INC. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT BEING PLANNED FOR YOU BY LNI CUSTOM MFG., INC. IT IS NOT TO BE SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION, NOR IS IT TO BE USED, REPRODUCED, COPIED, OR EXHIBITED IN ANY FASHION. GENERAL NOTES CUSTOMER TO PROVIDE PRIMARY ELECTRICAL SERVICE WITHIN 6'-0" OF SIGN ELECTRICAL CONNECTION. ALL ELECTRICAL COMPONENTS TO BE U.L. APPROVED. MANUFACTURE'S LABEL AND U.L. LABEL SHALL BE PLACED ON SIGN ACCORDING TO CITY CODE.	SHEET
ADDRESS: Various		SCALE: As Shown		CLIENT					3 of 6		
CITY/STATE: Various		DRAWN BY: R. Andrade		SALES							
TELEPHONE: N/A		DESIGN DATE: 1/5/09		LANDLORD							
FAX NUMBER: N/A		SALES PERSON: T. Roth		PROGRAMING							
				ENGINEER							

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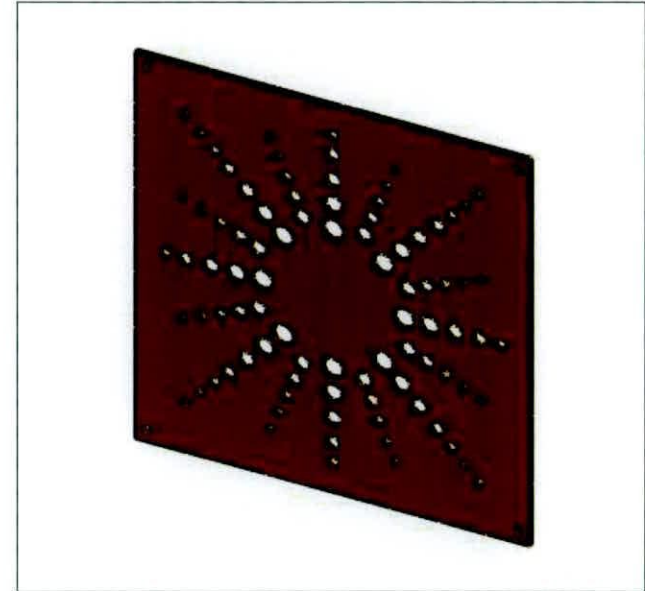
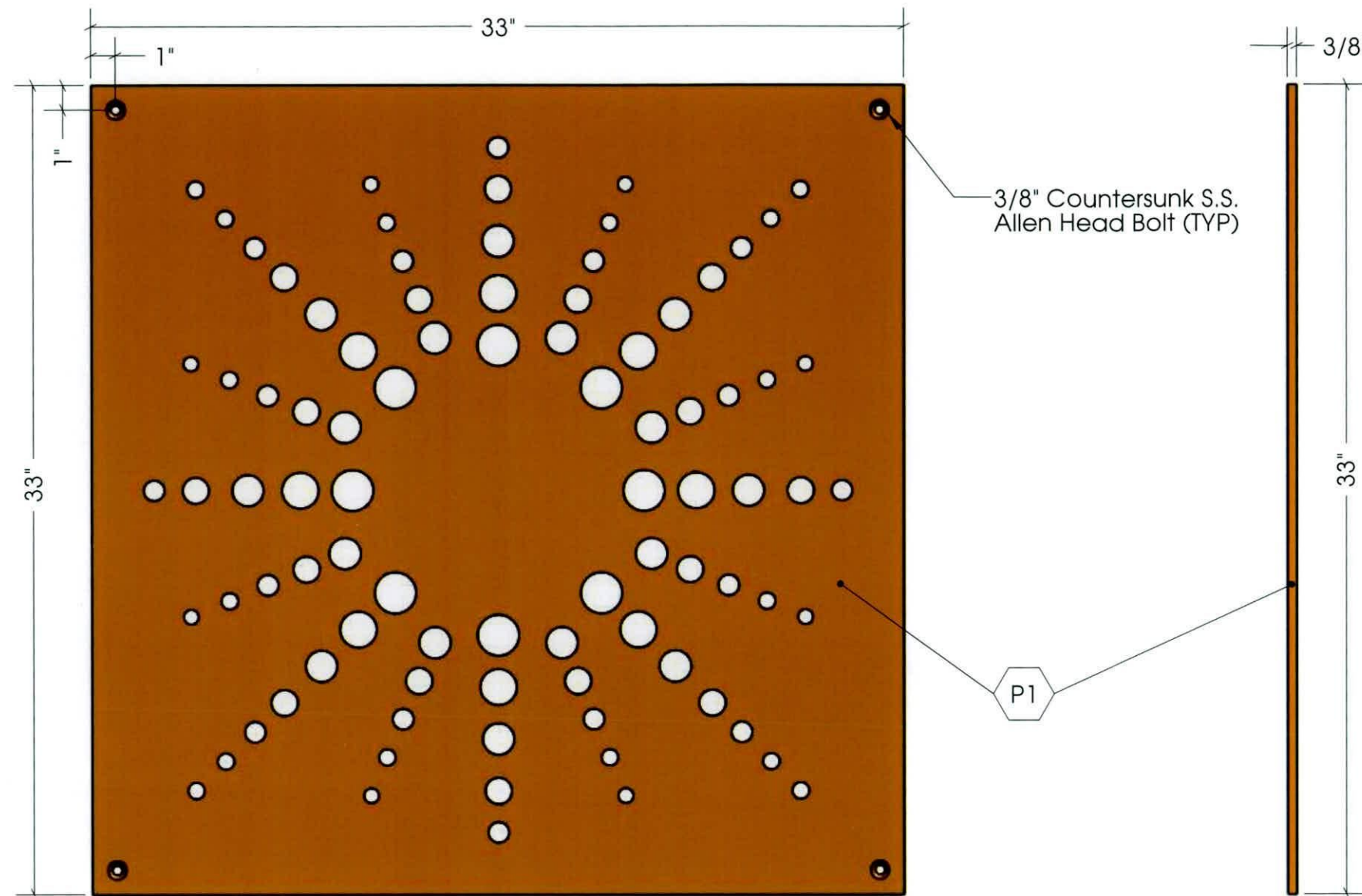


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PROJECT NAME: Laguna Hills, Ca	DRAWING: 22' x 5' Shelter	APPROVAL	DATE	 12536 Chadron Avenue Hawthorne, CA 90250 Ph 310.978.2000 Fx 310.978.4000 http://www.lniconsigns.com CUSTOM MANUFACTURING SINCE 1952	$\triangle$	DATE	BY	DESCRIPTION	NOTE: THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY LNI CUSTOM MFG., INC. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT BEING PLANNED FOR YOU BY LNI CUSTOM MFG., INC. IT IS NOT TO BE SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION, NOR IS IT TO BE USED, REPRODUCED, COPIED, OR EXHIBITED IN ANY FASHION. GENERAL NOTES CUSTOMER TO PROVIDE PRIMARY ELECTRICAL SERVICE WITHIN 6'-0" OF SIGN ELECTRICAL CONNECTION. ALL ELECTRICAL COMPONENTS TO BE U.L. APPROVED. MANUFACTURE'S LABEL AND U.L. LABEL SHALL BE PLACED ON SIGN ACCORDING TO CITY CODE.	SHEET
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CITY/STATE: Various	DRAWN BY: R. Andrade	SALES			R2					
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FAX NUMBER: N/A	SALES PERSON: T. Roth	PROGRAMING			R4					
		ENGINEER			R5					

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R1	Powder Coat	
	P1	Tiger Drylac Ext. Powder Coat 49/ 52690 RAL 6022 (Brown)

1 Laser Cut Steel Plate
6 Scale: 2" = 1'

PROJECT NAME: Laguna Hills, Ca		DRAWING: 22' x 5' Shelter		APPROVAL		DATE		 12536 Chadron Avenue Hawthorne, CA 90250 Ph 310.978.2000 Fx 310.978.4000 http://www.lnicons.com custom manufacturing CUSTOM MANUFACTURING SINCE 1952	<table><tr><th>△</th><th>DATE</th><th>BY</th><th>DESCRIPTION</th></tr><tr><td>R1</td><td>1/19/09</td><td>RA</td><td>Color revision and call outs</td></tr><tr><td>R2</td><td></td><td></td><td></td></tr><tr><td>R3</td><td></td><td></td><td></td></tr><tr><td>R4</td><td></td><td></td><td></td></tr><tr><td>R5</td><td></td><td></td><td></td></tr></table>			△	DATE	BY	DESCRIPTION	R1	1/19/09	RA	Color revision and call outs	R2				R3				R4				R5				NOTE: THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY LNI CUSTOM MFG., INC. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT BEING PLANNED FOR YOU BY LNI CUSTOM MFG., INC. IT IS NOT TO BE SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION, NOR IS IT TO BE USED, REPRODUCED, COPIED, OR EXHIBITED IN ANY FASHION. GENERAL NOTES CUSTOMER TO PROVIDE PRIMARY ELECTRICAL SERVICE WITHIN 6'-0" OF SIGN ELECTRICAL CONNECTION. ALL ELECTRICAL COMPONENTS TO BE U.L. APPROVED. MANUFACTURE'S LABEL AND U.L. LABEL SHALL BE PLACED ON SIGN ACCORDING TO CITY CODE.			SHEET	
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City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: March 23, 2021

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: Proposed Consulting Services Agreement with Ralph Andersen & Associates for a Staffing Compensation and Classification Study

RECOMMENDATION: That the City Council approve the proposed Consulting Services Agreement with Ralph Andersen & Associates for a Compensation and Classification Study and authorize the Interim City Manager to execute the Agreement.

SUMMARY:

The existing three-year Memorandum of Understanding (MOU) between the City of Laguna Hills and the Laguna Hills City Employees Association (LHCEA) is set to expire on June 30, 2021. Pursuant to the MOU, the City is required to conduct a compensation study prior to the expiration of the current MOU, the results of which will serve as a basis for negotiations for a new agreement between the City and LHCEA. The City released a Request for Proposals and received proposals by the due date from three reputable firms. After a thorough review of the proposals and conducting interviews, staff recommends that the City Council award a consulting services agreement to Ralph Andersen & Associates in the not to exceed amount of \$29,500 for conducting a Compensation and Classification Study.

BACKGROUND:

The City entered into a three-year Memorandum of Understanding (MOU) between the City of Laguna Hills and the Laguna Hills City Employees Association (LHCEA) on June 12, 2018, with an effective date of July 1, 2018. The multi-year MOU is set to expire on June 30, 2021. Pursuant to Section IV.B. of the MOU, "[t]he City agrees to conduct a

Consulting Services Agreement with Ralph Andersen & Associates

March 23, 2021

Page 2

comprehensive compensation study in March 2021. The City will use the same comparator agencies that were surveyed in the 2018 compensation study.” It is anticipated that the results of the full compensation study will serve as the basis for a new labor agreement between the City and the LHCEA.

The City released a Request for Proposals (RFP) on February 11, 2021, and the submittal period for the proposals closed on Friday, March 5, 2021. In addition to advertising the RFP on the City’s website, staff emailed the RFP directly to 15 firms that conduct human resource and management consulting services. Ultimately, the City received three proposals from the following reputable firms: (1) Ralph Andersen & Associates; (2) Koff & Associates; and (3) CPS HR Consulting. Staff reviewed the proposals and invited the firms to an interview with a panel consisting of the Interim City Manager, Deputy City Manager, and Finance Director.

After a thorough review of the proposals and based on the results of the interviews, staff recommends that the City Council award an Agreement for conducting a compensation and classification study to Ralph Andersen & Associates in the not to exceed amount of \$29,500.

The Scope of Work for the study includes:

1. A classification study of the City’s 24 existing job classifications as well as five (5) additional classifications, for a total of 29 classifications to be studied.
2. Using both qualitative and quantitative analysis, compare the City’s compensation practices and rates to the City’s 17 benchmark agencies as identified in the Compensation Report conducted in 2018.
3. Assist in the development of a strategy for implementing classification and compensation recommendations.

The study will commence immediately and it is anticipated the full study will be completed by June 2021.

FISCAL IMPACT:

The total contract cost for the compensation and classification study is \$29,500. These funds have been included in the current 2019-2021 Biennial Budget.

Consulting Services Agreement with Ralph Andersen & Associates

March 23, 2021

Page 3

ATTACHMENTS:

- Proposed Consulting Services Agreement with Ralph Anderson & Associates
- Exhibit A to Proposed Consulting Services Agreement

CONSULTING SERVICES AGREEMENT
Ralph Andersen & Associates
(Management Consulting Services)

THIS CONSULTING SERVICES AGREEMENT (hereinafter “Agreement”) is made and entered into, to be effective this 23rd day of March 2021, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as “City”), and RALPH ANDERSEN & ASSOCIATES, a California corporation (hereinafter referred to as “Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified, full service management consulting firm to assist the City with the research and preparation of a compensation and classification study (“Project”).

B. Consultant has submitted to City a proposal, dated February 25, 2021, to provide management consulting services to City for the Project pursuant to the terms of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these professional services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel or technical expertise able to perform the work and services contracted for herein.

D. City desires to retain Consultant to provide such consulting services to City for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform management consulting services to City for the Project as described and as set forth in Consultant’s Proposal/Scope of Work, dated February 25, 2021, which is attached hereto as Exhibit “A” and is incorporated herein by reference (hereinafter referred to as the “Scope of Services,” the “Services” or “Work”). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this

Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Work or Services assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original February 25, 2021, proposal submitted to the City ("Consultant's Proposal"), which shall both be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, attached hereto as Exhibit "A," is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; and, (2nd) the provisions of the Consultant's Proposal.

1.3 Compliance with Law. Consultant shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance

of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in Consultant's Proposal/Scope of Work (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, in accordance with the hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Twenty Nine Thousand Five Hundred Dollars (\$29,500.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation/Fees (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10th) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Laguna Hills City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance.

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit “A” and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence on the effective date, March 23, 2021, and shall continue in full force and effect until the Project is completed, unless extended by mutual written agreement of the Parties

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: **Doug Johnson, Vice President.** It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval

of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of any Work or

Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

A. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee 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 the City.

B. 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 any Work or Services 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.

5. INSURANCE

5.1 Compliance with Insurance Requirements. Consultant shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Consultant shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Consultant's existing insurance policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

5.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Consultant shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. **Commercial General Liability Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general

aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

1. Additional Insured: The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

2. Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Consultant, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

3. Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant’s failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

B. For all policies of Commercial General Liability Insurance, Consultant shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Consultant or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Consultant hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Consultant hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Consultant shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be

in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Consultant shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

5.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. 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.

5.10 Enforcement of Agreement (Non-Estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants. Consultant shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Consultant relating to this Agreement as additional named insureds under the Consultant's insurance policies; or (2) Consultant shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Consultant's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Consultant shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

A. Consultant shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

B. All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

C. None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Consultant agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

F. Consultant agrees to provide immediate written notice to City of any claim, demand or loss against Consultant arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its officials, officers, employees, agents and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Consultant's employees included), for damage to property, including property owned by City, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to Consultant's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder.

7. REPORTS AND RECORDS

7.1 Accounting Records. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Consultant covenants and agrees

to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting Party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Consultant thirty (30) days written notice. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, Consultant reserves the right to terminate this Agreement at any time upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Waiver. 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. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

8.5 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.6 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees,

expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. Consultant represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

To City: City of Laguna Hills
 Attention: City Manager
 24035 El Toro Road
 Laguna Hills, California 92653
 Telephone: (949) 707-2600
 Facsimile: (949) 707-2633

To Consultant: Ralph Andersen & Associates
 Attention: Doug Johnson, Vice President
 5800 Stanford Ranch Road, Suite 410
 Rocklin, California 95765
 Telephone: (916) 630-4900

10.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.4 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.5 Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.6 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.7 Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

10.8 Labor Code Requirements.

A. Prevailing Wages. Consultant is aware of the requirements of California labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Work or Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

B. DIR Registration. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“CITY”
City of Laguna Hills,
 a California municipal corporation

 KENNETH H. ROSENFELD,
 Interim City Manager

ATTEST:

 (SEAL)
 MELISSA AU-YEUNG,
 Deputy City Manager/City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONSULTANT”
 Ralph Andersen & Associates

By:_____
 DOUG JOHNSON, Vice President

By:_____
 HEATHER RENSCHLER,
 President/Chief Executive Officer

EXHIBIT “A”**CONSULTANT’S PROPOSAL/ SCOPE OF WORK****DATED: FEBRUARY 25, 2021**

SCOPE OF SERVICES FOR PROJECT**INCLUDING,****SCHEDULE OF PERFORMANCE****AND****SCHEDULE OF COMPENSATION/ FEES**



Proposal to Conduct a Compensation & Classification Study **City of Laguna Hills**

Submitted: February 25, 2021
Ralph Andersen & Associates





5800 Stanford Ranch Road
Suite 410
Rocklin, California 95765
916.630.4900
916.630.4911 (fax)

February 25, 2021

Melissa Au-Yeung
Deputy City Manager
City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653

Dear Melissa:

We are pleased to submit one unbound original, three hard copies, and one electronic copy of our proposal to conduct a comprehensive compensation and classification study. To facilitate your review, the proposal includes the following:

- **Executive Summary** – A summary of our proposal.
- **Background Information** – A summary of our firm, the services we provide, project staff including resumes detailing consultant qualifications and a list of client references.
- **Understanding of the Project** – Our understanding of the RFP requirements.
- **Methodologies** – A description of methodologies and a detailed work plan that has proven to be successful in completing similar projects.
- **Project Timeline** – A proposed timeline for the project.
- **Additional Information** – Additional information requested in the City's RFP.

I am certain that you will find our work plan is responsive to each of your study objectives, and our reputation and experience are unmatched in successfully completing consulting engagements of this nature. Ralph Andersen & Associates is a leader in providing local government consulting services and has successfully completed hundreds of classification and compensation studies.

The full resources of the firm will be available to perform consulting services for the duration of the project. The primary contact for this proposal will be:

Doug Johnson, Vice President
Ralph Andersen & Associates
5800 Stanford Ranch Road, Suite 410
Rocklin, California 95765
916.630.4900
doug@ralphandersen.com

If you have any questions or need additional information, please do not hesitate to contact me at (916) 630-4900. We look forward to the opportunity to work with you on this important assignment.

Sincerely,

Doug Johnson
Vice President

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Executive Summary

Ralph Andersen & Associates is a recognized leader in providing a full range of management consulting services to cities, counties, special districts, educational institutions, and non-profit organizations. The firm has a long tradition of providing a customized approach that uniquely meets the specific objectives of the organization. Our consultants are practitioners in the latest methods used for data collection, analysis, and application in developing classification and compensation plans. Our proposal provides you with a thorough understanding of our approach to the study and is based upon:

- Our unmatched experience in human resource consulting; Ralph Andersen & Associates continues an over 48 year tradition of providing quality consulting services to local government agencies
- The proven track record of our staff working with cities and public agencies throughout California
- Our ability to design and implement creative and tailored classification and compensation systems; we believe in customizing our products and systems to meet specific policy objectives
- Comprehensive data analysis and reporting; our firm has experts in data analysis using spreadsheet applications to guarantee efficiency and a highly customized approach
- Successful study engagements involving elected officials, study committees, management staff, labor representatives, and general employees; we understand the importance of building consensus among study participants
- Our commitment, sensitivity, and responsiveness to completing quality products on time and within budget.

The firm provides human resource consulting services to clients of all sizes and types, with special expertise in meeting the unique needs of public sector agencies. Our results-oriented approach and methodologies produce recommendations that are directly responsive to our clients' needs and are easily implemented and maintained over time.

Our proposal provides you with detailed information regarding the background of the firm, our consulting staff, project methodologies, a proposed work plan, project timing, and other additional information requested by the City. A summary of this information is as follows:

- **The Firm** – The project team assigned to this project have performed hundreds of similar compensation studies for clients throughout California and the Western United States. Doug Johnson, Vice President, will serve as the project manager and will be assisted by Jeff McMurdo who will perform data collection duties. The full resources of the firm will be available to ensure successful and timely completion of the project.
- **Methodologies** – The firm has successfully developed proven methodologies that will meet all of the policy/project goals identified by the City. Our approach is tailored to ensure the project work plan and deliverables meet all of the study objectives in a cost effective and timely manner.
- **Timeline** – Our work plan completes all study tasks within a ten-week timeline which meets the City's completion requirements. We have an outstanding track record at completing compensation studies with the full participation of survey agencies.

Ralph Andersen & Associates will not be using any subcontractors/consultants for this project with all work being performed by full-time staff members. The firm is an Equal Opportunity Employer and is not only committed to non-discriminatory practices but also conducts significant outreach efforts through internships and college foundation programs. Ralph Andersen & Associates has no financial ties or relationships with Laguna Hills, its officials, or employees.

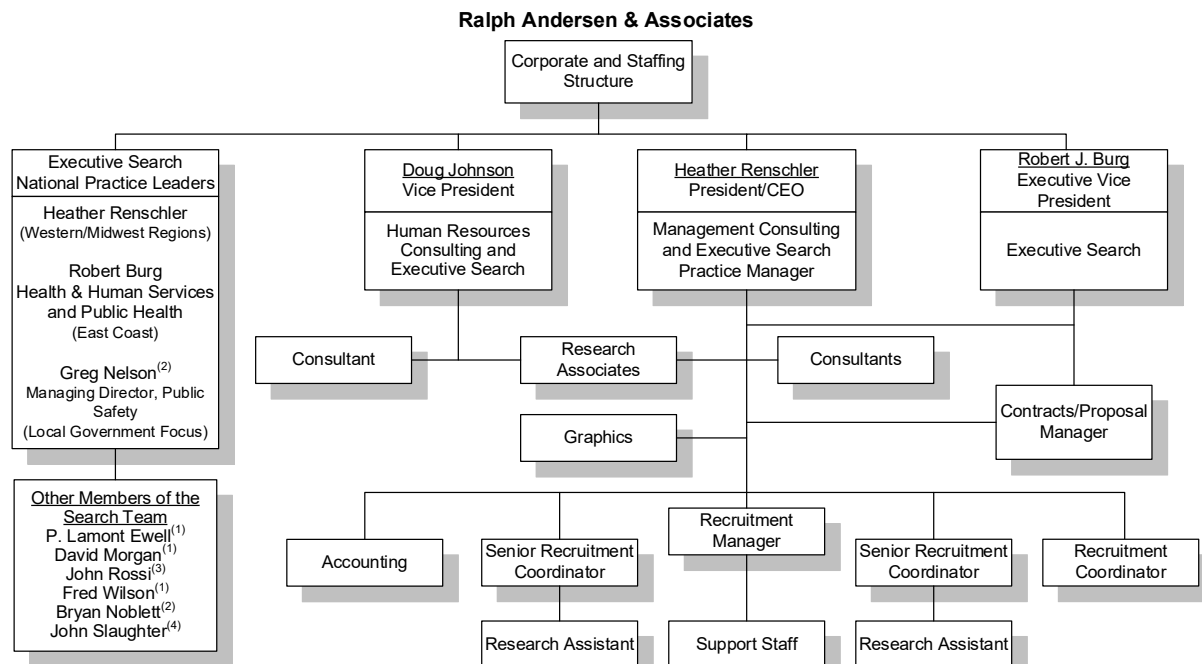
Background Information

Organizational Structure

Ralph Andersen & Associates has over 48 years of local government consulting experience serving the needs of special districts, cities, counties, utilities, community colleges, schools, non-profit organizations, and state governments. Key service areas of the firm include:

- Human Resources Consulting
- Executive Search
- Management Consulting.

Ralph Andersen & Associates serves a nationwide clientele through its Corporate Office in the Sacramento area (Rocklin, California). A multi-disciplined, full-service local government consulting organization, Ralph Andersen & Associates is dedicated to helping our clients improve operating efficiency and organizational effectiveness. The firm employs 11 full-time staff, 3 part-time staff, and has additional contractors and affiliations as needed to provide a full range of services.



⁽¹⁾ Former City Manager

⁽²⁾ Former Police Chief

⁽³⁾ Former Utility General Manager

⁽⁴⁾ Former County Manager

Updated January 2021

For this project, staff from the firm's human resources practice will provide the consulting services. The human resource practice focuses on those services that are not easily provided by in-house human resources staff. Key services include:

- **Classification Studies** – These projects include job analysis, class plan development, position allocation, career ladders, class specifications, FLSA analysis, ADA compliance, and related analysis.
- **Compensation Studies** – The firm provides a full range of compensation services including labor market selection, base salary and benefit surveys, private-public data comparisons, benchmark selection, and internal relationship analysis.
- **Expert Testimony and Arbitration Support** – The firm has had significant experience providing technical support in arbitration and mediation hearings and has significant experience working with labor and management groups. This expertise includes the selection of comparable agencies and the elements of compensation appropriate for labor market surveys.
- **Job Evaluation Systems** – In addition to having a copyrighted Point Factor Job Evaluation System, the staff of Ralph Andersen & Associates have significant expertise in developing customized job evaluation systems and “hybrid” solutions.
- **Performance Management Programs** – Performance management serves as a foundation for measuring/tracking organization and employee performance. We have several standard systems that have demonstrated success in a variety of public agencies. In addition, Ralph Andersen & Associates can develop tailored performance management systems to fit the unique needs of our clients.
- **Pay-for-Performance/Incentive Programs** – Ralph Andersen & Associates is a leader in developing effective pay-for-performance programs for public agencies including merit progression systems, lump sum and incentive programs, and other mechanisms tied to employee or organizational measurement criteria.
- **Technical Assistance** – Ralph Andersen & Associates also provides a full range of hourly technical assistance including conducting job audits, support for labor relations, and expert testimony.

Additional information about the firm’s services and background can be found at our web site at www.ralphandersen.com.

We look forward to further discussions on our approach and success in conducting similar projects for other agencies.

Financial Stability

Ralph Andersen & Associates has been a financially stable organization since its inception in 1972. Our range of consulting and recruitment services is diverse and varied. For this reason, we have been able to remain nimble and flexible in a very competitive environment. We continue to tailor our consulting and search services offered and remain responsive and prepared to address complex issues and problem solving on behalf of our clients. This has been a hallmark of our success.

Should Ralph Andersen & Associates be selected to conduct this search, we would be pleased to have our CPA firm available to confirm our financial solvency. The firm conducts annual financial audits.

Sample Report

For ease of reading, a sample report has been provided in Appendix C.

Project Staffing

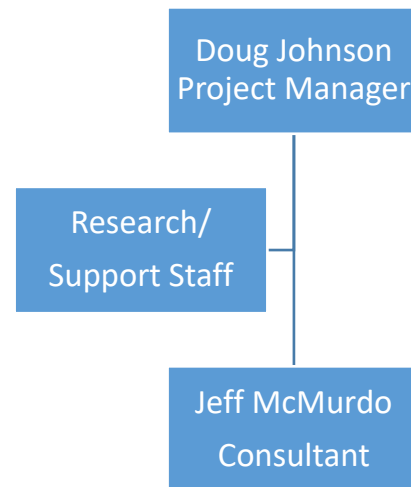
Consultants, complemented by consulting firms, define the difference between success and failure in projects of this nature. Ralph Andersen & Associates understands that selection of a project team with the right mix of skills and experience is the most important decision that will be made during the study. The team must be well led and the project well managed if the study objectives are to be achieved.

In defining the project team for this engagement, consideration of the current workload of all consulting staff was taken into account to ensure our ability to fully meet your stated needs and objectives. Doug Johnson, Vice President, will serve as the Project Manager and will have responsibility for all primary contact with the City as well as all on-site review meetings and presentations. Mr. Johnson has managed hundreds of consulting engagements including large public agencies throughout California and the United States. He has also served as project manager and chief analyst for two prior classification and compensation studies for the City of Laguna Hills.

The staffing for this project will include:

- **Doug Johnson, Vice President** – Mr. Johnson will serve as the Project Manager and will conduct all on-site meetings, prepare all written reports, and serve as chief analyst on the project. He is the firm's most experienced Project Manager and has expertise in working with special districts, cities, and other local government agencies similar to the City involving complex classification and compensation issues.
- **Jeff McMurdo, Consultant** – Mr. McMurdo is the most experienced consultant at the firm and has extensive experience conducting employee interviews, developing classification recommendations, developing job descriptions, and collecting and analyzing market data.

All staff members are available for the scheduled duration of the project. Anticipated workloads for all staff have been considered in assigning staff to this project. The firm's staffing and project management systems allow for multiple studies to be conducted simultaneously without impacting the completion dates of the project. Brief staff resumes are provided below.



Staff Resumes

Doug Johnson, Vice President

Mr. Johnson is currently a Vice President with Ralph Andersen & Associates and has 33 years of local government consulting experience. Mr. Johnson has 20 years of experience with Ralph Andersen & Associates in addition to 13 years as President of Johnson & Associates, some human resources consulting firm. Mr. Johnson is the firm's expert in job analysis, market comparability, compensation, benefits, and related matters. He has served as an expert witness in arbitration proceedings and mediation sessions, mostly involving police and fire issues. He has extensive experience working with elected officials, public executives, staff members, labor organizations, and ad-hoc committees. He leads the firm's human resource consulting services and participates in all facets of the firm's recruitments.



Mr. Johnson's expertise includes consulting experience with public agencies throughout the United States including cities, counties, utilities, community colleges, school districts, special districts, nonprofit organizations, and private companies. Mr. Johnson has provided consulting assistance to hundreds of public sector agencies and is a recognized expert in compensation issues. Specific areas of expertise include:

- Job classification studies
- Job evaluation system design and implementation
- Pay plan development and administration
- Market comparability research and analysis
- Total compensation analysis
- Private sector data analysis
- Performance management.

Mr. Johnson's experience includes serving as project manager and chief analyst for hundreds of local government agencies. Recent local government projects include the cities of Lake Forest, Paramount, Indio, Sacramento, Simi Valley, Monterey, Albany, Arcadia, Beaumont, Hermosa Beach, Coronado, and Irwindale.

Mr. Johnson holds a Bachelor of Arts degree in Psychology with a minor in Communication Studies from California State University, Sacramento. His course work emphasized organizational development and performance incentives. He is an active member of WorldAtWork, The Total Rewards Association.

Jeff McMurdo, Consultant

Mr. McMurdo has over 20 years of human resources consulting experience and serves on a variety of project consulting teams focusing on classification and compensation plan development. He is an experienced classification analyst and has developed hundreds of classification plans in addition to ad-hoc reclassification and targeted classification studies for large and small organizations. His duties also include leading and participating in total compensation studies including comprehensive market research, data collection, data analysis, and data presentation. Key responsibilities of Mr. McMurdo include:



- Conducting job analysis interviews, analyzing positions and job classifications, and preparing job descriptions.
- Designing survey data collection forms, questionnaires, and related instruments.
- Market survey research including the review and analysis of budgets, organization charts, MOUs, job descriptions, salary schedules, and benefit documents.
- Data compilation including job comparability, range structure analysis, benefit data, and related survey information.

He has conducted over a hundred compensation surveys including recent surveys for the cities of Anaheim, Albany, Indio, Temple City, Ketchikan, Laguna Hills, Reno, Sacramento, Monterey, Irwindale, Palm Springs, Tracy, and Sunnyvale. Mr. McMurdo holds a Bachelor of Science degree in Business Administration from California State University, Sacramento. His course work emphasized human resource management.

Additional firm resources, including support staff and project consultants, will be available to ensure successful and timely completion of the study.

References

The staff of Ralph Andersen & Associates has extensive experience providing services directly related to those sought by the City of Laguna Hills for hundreds of clients, including the city of Laguna Hills. The firm utilizes a project management system that helps meet project deadlines while balancing the firm's staff resources. We do not rely on outside contractors.

The following references represent just a small sample of similar assignments conducted by the firm. We are certain you will find that our record and our reputation are outstanding.

Alameda County Water District

Scope of Work: Districtwide Classification and Compensation Study (2019-present).

Contact: Jennifer Solito, Human Resources & Risk Manager
43885 S Grimmer Blvd, Fremont, CA 94538
(510) 668-4220
Jennifer.Solito@acwd.com

City of Reno/City of Sacramento/Sloan Sakai Law Firm Support

Scope of Work: Classification and Compensation Studies and Expert Witness Services.*
Various projects totaling over \$500,000.

Contact: Mr. Mark Gregersen. Human Resources Director
1 East First Street, Reno, NV 89505
(775) 334-1284
gregersenm@reno.gov

**Mr. Gregersen can speak to a number of projects conducted by the firm including classification and compensation studies conducted for Napa County, San Luis Obispo County, and the cities of Sacramento, Vallejo, and Reno.*

City of Monterey, CA

Scope of Work: Citywide compensation study including market data analysis and internal salary range relationships analysis.

Contact: Allyson Hauck, Human Resources Director
735 Pacific Street, Suite B, Monterey CA 93940
831-646-3767
hauck@monterey.org

City of Irwindale, CA

Scope of Work: Citywide classification and compensation study covering all job classifications.

Contact: Mary Hull, Human Resources Manager
5050 North Irwindale Ave., Irwindale, CA 91706
(626) 430-2204
mhull@irwindaleca.gov

A five year client listing is provided in Appendix A.

Understanding of the Requirements

This section of the proposal summarizes our general understanding of the study and provides an overview of our approach and qualifications that we believe uniquely qualify us to undertake this assignment on behalf of the City of Laguna Hills.

Study Background and Objectives

The City of Laguna Hills is requesting proposals from qualified consulting firms to conduct a comprehensive classification and compensation study for 29 full-time positions. The study will include the selection/confirmation of survey benchmark job classifications, the collection and analysis of salary and benefit data, the development of salary range recommendations for all job classes, and the development of implementation strategies and costs.

To ensure that the City's compensations plan are technically sound and consistent with City policy objectives, the following key study components and anticipated end-products are included in the work plan developed by Ralph Andersen & Associates.

- Conduct meetings with City representatives at project initiation to confirm the study goals, objectives, and deliverables
- Conduct interviews with managers and other key employees to ensure an accurate understanding of City operations, services, and jobs
- Conduct a compensation workshop to identify and discuss options for the labor market survey including the selection of survey agencies and data collection needs
- Conduct a total compensation survey and analyze the market data
- Recommend salary range adjustments based on market data and consideration of internal relationships
- Develop draft and final reports incorporating all study recommendations and supporting data
- Present the findings to managers, employee groups, project teams, and the City Council, as needed.

Project deliverables include weekly status reports, departmental and employee interviews, survey data, draft findings and recommendations, final report, and implementation and administration methodologies.

Ralph Andersen & Associates has a strong commitment to develop and implement customized and tailored classification and compensation systems. While we have broad expertise and experience from hundreds of successful consulting assignments, we are committed to a "customer service" approach to all of our client engagements. This assures the preparation of study end-products that are uniquely customized to the City of Laguna Hills.

Methodologies

The City of Laguna Hills is interested in conducting a comprehensive compensation and classification study.

To ensure that the City's objectives are met, the following key study components and anticipated end-products are included in the work plan developed by Ralph Andersen & Associates.

- Conduct a meeting with City representatives at project initiation to confirm the study goals, objectives, and deliverables
- Conduct an extensive review of background documents
- Distribute job analysis questionnaires and conduct supplemental interviews with employees identified for the classification analysis
- Establish a management and employee review and appeal process
- Review historical practices and recommend survey agencies, survey job classifications, and identify data collection needs
- Conduct a custom salary and benefit survey and analyze the market data
- Develop draft and final reports incorporating all study recommendations and supporting data
- Present the findings to managers, employees, labor representatives, project committees, and the City Council, as needed.

Ralph Andersen & Associates has a strong commitment to develop and implement customized and tailored compensation systems. While we have broad expertise and experience from hundreds of successful consulting assignments, we are committed to a “customer service” approach to all of our client engagements. This assures the preparation of study end-products that are uniquely customized to the City of Laguna Hills.

The approach our firm uses to conduct classification and compensation studies is customized to the specific needs and objectives of each client. While the work plan we have provided in this proposal is proven, we are happy to adapt our work plan and approach as needed during project initiation meetings and throughout the process. Our firm has an outstanding reputation working with elected officials, managers, and labor representatives. Our goal is to provide products and deliverables that ensure implementation by the City. Highlights of our approach include:

- A transparent and collaborative process. We have significant experience working with diverse stakeholders and ensuring that the project deliverables meet the objectives of the City. Our efforts include briefing sessions, meetings, workshops, and a comprehensive and interactive review of draft reports. We are confident in our ability to research and respond to issues that require clarification and to provide information and data that responds to issues of disagreement.
- Custom data presentations including base salary and benefits data. We do not rely on “canned” data analysis tools. The firm uses dynamic Excel spreadsheets and can prepare total compensation datasheets for all survey jobs.
- We are one of the few firms that has experience with private sector data analysis. We subscribe to the largest private sector database in North America, which is updated quarterly. This data can be regionalized to fit the recruitment region of the City.

- Extensive review and input by managers, employees, labor representatives, and elected officials. We provide easy to review draft reports and work with the City to ensure that the final reports meet or exceed all study objectives.

We will review our recommended approach including communication and stakeholder interaction plans with the City at the beginning of the project to ensure the City's requirements are fully incorporated into the work plan.

Ralph Andersen & Associates will apply several technical and administrative methodologies in creating the City's updated compensation systems. An overview of all key methodologies is described below.

Background Data Analysis

The consultant team will identify a wide range of background data that will be collected from the City as part of the study. The consultant team will provide the City with a complete list of background needs upon initiation of the project.

Materials collected and reviewed during this initial stage of the project will, at a minimum, include:

- Organization charts
- Existing class specifications
- Budgets
- Current pay plan and related salary schedules
- Benefits summaries
- Memorandums of Understanding
- Relevant administrative rules and procedures.

These materials provide an understanding of the City's personnel system and of current applicable policies and procedures.

Job Analysis Questionnaires

Project consultants will distribute a Job Analysis Questionnaire (JAQ) to all employees included in the detailed classification analysis (this tool is not required for our overview analysis). The questionnaire provides an opportunity for employees to fully describe the duties and responsibilities of their position. The questionnaire is also designed to record data regarding other job related information such as the knowledge, skills, abilities, and physical requirements necessary to perform the work, as well as supervisory and managerial responsibilities.

Each questionnaire will be reviewed by the employee's supervisory and managerial staff to ensure completeness and accuracy. Once completed, they will be forwarded to the consultants for examination prior to the conduct of the job analysis interviews. The questionnaire will be distributed and explained in detail during an employee briefing session at the initiation of the project. Appendix B includes a sample Job Analysis Questionnaire. However, all questionnaires used by Ralph Andersen & Associates can be tailored to each specific client and study.

Job Analysis Interviews

As a supplement to the questionnaires, project consultants will conduct interviews with a high sampling of employees included in the classification study. This will ensure that the consultants are able to obtain information regarding any existing job classification issues as well as confirm job duties and tasks performed.

Compensation Policy Development

This methodology relates to the identification and documentation of the City's compensation philosophies, policies, and procedures. The consulting team will confirm specific policies, both implicit and explicit, and assess their impact on the City's overall ability to attract, recruit, employ, advance, and retain high quality personnel. These policies and practices will include the relative labor market position the City seeks to maintain in the competitive labor market, the types of employers with which the City chooses to compete, and the relative importance placed on internal equity vs. market forces in the development of the salary plan. This assessment can be conducted through meetings with managers or with broader input using a workshop session that includes project team members, managers, and the City Council.

Compensation Data Collection and Analysis

The methodology utilized in collecting and analyzing compensation data involves an extensive process to ensure accuracy, reliability, and completeness. Ralph Andersen & Associates does not rely on published or previously collected data; all data is collected personally by the consulting team, who have, based on the classification analysis and the analysis of background materials, an in-depth knowledge and understanding of the survey classifications.

Supporting our approach to labor market surveys, this component of the study will include the development of a comprehensive survey packet, the collection of base salary, salary structure, and total compensation data through written and electronic materials and telephone calls, and the analysis of the data at the survey market mean, median, and requested percentiles.

Project Tasks

Task 1 – Project Kick-off Meetings

The consultants will begin all administrative and coordinative efforts in support of the project initiation meetings and briefings. Among other things, this will include:

- Preparation of a project schedule
- Identification and review of background data including existing class specifications, organization charts, employee listings, salary schedules, and related information
- Identification of scheduling parameters for meetings and interaction with various City employee groups.

This initial step in the study process will be used to identify significant compensation concerns that should be clarified during the initial meeting or addressed during the course of the study.

The consultants will meet with the City's project manager and other staff as appropriate to ensure a full understanding of project objectives and deliverables. The project work plan and schedule

will be adapted to achieve the objectives. This meeting will also include a discussion of the City's compensation policies and confirmation of survey agencies, survey jobs, and survey elements.

Task 2 – Employees Complete Questionnaires

The JAQ provides employees with an opportunity to describe the duties and responsibilities of their positions with an emphasis on job related information such as knowledge, skills, abilities, and physical capabilities required to perform the work assigned. Space is also provided on the questionnaire for employees to make any additional comments they wish. The completed questionnaires are reviewed by supervisory and managerial staff, with space provided for their comments. Appendix B includes a sample JAQ.

Task 3 – Conduct Job Analysis Interviews

Prior to conducting interviews, the consultants will thoroughly review the completed questionnaires. The consultants will evaluate position duties and responsibilities, classification series, class titles, job families, reporting relationships, and internal relationships. Based on this preliminary analysis, the project team will identify areas of concern that will be clarified or probed during the job analysis interviews.

The consultants will assume responsibility for the preparation of the employee interview schedule. The City's Project Manager, or designee, will be responsible for scheduling interview rooms, notifying employees, and related coordinative activities.

Task 4 – Prepare and Review Preliminary Classification Report

With the completion of the employee interviews, a preliminary classification report will be prepared. Key components of the preliminary report will include:

- Identification of all key issues identified in the classification analysis
- Recommended job titles
- Employee allocations.

In preparing the preliminary classification report, each position is analyzed according to the criteria set forth at initial review meetings. Such criteria typically will include factors relating to job knowledge, experience, training, decision making, management control, working conditions, and outside contacts. Like positions are grouped into tentative classes forming the basis for initial class definition.

The preliminary classification report will be reviewed with key management staff prior to preparing class specifications. Because the concepts provide the foundation for the resulting classification plan, management review of the recommendations in their respective areas of responsibility is essential.

Task 5 – Prepare Class Specifications

Once the preliminary classification recommendations have been reviewed, the project consultants will revise, update, or create new class specifications based on the issues identified in previous tasks. The City's current job description format will be maintained if appropriate. The class specifications will be drafted and undergo a management/employee review process to ensure they accurately and adequately describe the scope of responsibilities. Once finalized, they will be provided to the City in both an electronic and hard-copy format.

Task 6 – Undertake Management/Employee Review Process

As an important component of the overall classification study, the project consultant team will provide additional opportunities for employee participation and input through the conduct of an employee review process. These steps will (1) build and facilitate the City's understanding of the newly developed classification plan, (2) enhance employee commitment and understanding of the recommended system by giving each employee the opportunity to comment on the system and (3) ensure that the consultants receive as much information as possible regarding the nature and responsibilities of the various positions in order to make appropriate and equitable final classification recommendations. The various subtasks within this portion of the project are as follows.

Task 6.1 – Distribute class specifications to all employees included within the study scope – Each employee will receive an individual copy of the specification for the class to which his/her position has been allocated along with a Position Allocation Notice and Employee Review Form. This will provide employees with an opportunity to review and comment on their proposed classification and allocation. These comments will then be forwarded to management for review and comment.

Task 6.2 – Review written comments received from employees – All written comments or suggestions from employees regarding the recommended class plan will be thoroughly reviewed and analyzed by the project consultants. Based upon written responses received, the consultant team will incorporate appropriate suggested revisions into the final classification plan.

Task 6.3 – Conduct follow-up telephone interviews as necessary – Based upon the analysis of written comments forwarded to the project consultants and where consultant staff needs further information prior to finalizing recommendations, follow-up interviews will be conducted by the project consultants with individual employees. This step will further clarify and refine any remaining problems or issues.

Task 7 – Finalize the Classification Recommendations

With the completion of the employee appeal process, the consultants will finalize all classification study recommendations. Supporting the finalization of the classification plan, each employee who submitted a notice for review will receive a direct response from the project consultants. This response will specifically outline the consultant's understanding of the employee's concern, specify the steps taken to resolve the concern, and indicate to the employee the substance of the consultant's final recommendation.

Task 8 – Discuss and Document Compensation Policy

The City's compensation policy directly impacts all study end-products resulting from the compensation components of the analysis. As a starting point for this phase of the study, therefore, we propose that the consulting team meet with key management staff to clarify and confirm the City's compensation policy. Important considerations to be discussed include historical practices, recruitment and retention issues, pros and cons of the current compensation system, and reliance on external market data versus internal equity for purposes of setting salaries. The consultants will work with appropriate City representatives to confirm the scope of compensation data to be collected.

Task 9 – Collect Compensation Data

After the compensation policy discussion, the consultant team will collect and analyze the compensation data. Our proposed approach would include:

- An initial contact to each labor market agency included in the study to explain the purpose and scope of the survey and confirm cooperation.
- The collection and analysis of source documents from each survey agency including position control documents, job descriptions, salary schedules, benefit summaries, and MOUs.
- The confirmation of all compensation data through telephone calls, email, and other means. This will assure that comparability is established and that all compensation data is factual and complete.

Although Ralph Andersen & Associates makes every effort to gain cooperation and participation from the survey agencies, full cooperation cannot be guaranteed. However, we have historically been very successful in obtaining the necessary information and have found that the majority of agencies are willing to participate.

Task 10 – Compile and Format Compensation Data

The salary data, once collected and thoroughly reviewed for completeness and accuracy, will be appropriately formatted and the results tabulated in a consistent and uniform manner by the project consultants. The analysis will include pay structure trends and base salary analysis to ensure all appropriate comparison criteria is available for developing recommendations. Through the use of spreadsheet applications developed by our office, it is anticipated that standard formulas will be applied in the calculation of the survey data mean, median, and selected percentiles, with the corresponding percentage relationship to the market data also calculated. Data presentation will be customized to fit the City's objectives as specified in the RFP.

Task 11 – Audit and Finalize Compensation Data

Prior to developing specific salary recommendations, the consultants will thoroughly review and audit the collected survey data. This will include a detailed analysis of data reliability, comparability, statistical validity, and consistency. This audit will be conducted by the project manager independent of the consultant who collected that data. This will ensure that the most accurate and defensible survey data is utilized in comparing the City's compensation plan to the pay practices of the labor market. This analysis will also include the preparation of graphs and other presentation materials to aide in understanding the market relationships broken down by employee/bargaining group.

Task 12 – Conduct Internal Relationship Analysis

Using the results of the job evaluation analysis, the consultants will analyze internal pay relationships. The internal pay relationship analysis will involve a number of steps in order to arrive at sound and equitable relationships for the new compensation plan. Among others, the most important of these will include:

- Analysis of existing and historical pay relationships
- Development of consistent, uniform, and realistic guidelines for determining internal relationships
- Recommendation of equitable and appropriate internal relationship differentials based on the above.

In developing consistent internal relationship guidelines, the results of the job evaluation tasks will be used to determine an equitable pay structure. Since the balance of market values versus internal values can be a policy issue, options and methodologies for achieving an appropriate balance of internal and external salary equity will be reviewed with the City before developing the salary range recommendations.

Task 13 – Develop Salary Recommendations

Based upon the results of the internal relationships analysis and the labor market survey, the project consultants will develop salary recommendations for all job classes included as a part of the study process. These salary recommendations will clearly document the means of determining the appropriate pay range and the computation of the dollar and percentage difference between the current maximum salary and the recommended maximum salary.

Before finalizing the recommendations, a careful audit of the results will be undertaken to ensure that internal salary compression or compaction does not result.

Task 14 – Develop Implementation Strategy Options and Compute Implementation Costs

Recognizing that public agencies often have limited funds available for implementation, the project consultants will develop several strategies for implementing the recommended salary structure. Such strategies will address:

- The placement of individual employees into ranges and steps
- Implementation phasing according to the needs and priorities of the City
- Integration of the study recommendations with the balance of the City's human resource management system including recruitment, selection, and performance appraisal.

The cost estimates will reflect City-wide impacts, as well as impacts on individual employees. The cost estimates will serve as a basis for the City to make necessary policy decisions to implement the compensation system in an orderly and effective manner.

Task 15 – Prepare and Review Preliminary Compensation Report

The Preliminary Compensation Report documents all compensation study recommendations and the supporting information used for developing the recommendations. Specifically, the Preliminary Report will include the following:

- The City's documented compensation policy including survey agencies and survey classifications
- Results of the labor market salary survey using tables and graphs
- Documentation of selected benchmark classifications and the related job families
- Appendices containing detailed labor market data sheets, recommended salary schedules, and supporting documentation.

The project consultants will conduct an in-depth review of the Preliminary Compensation Report with the City. Any needed corrections, clarifications, or modifications will be discussed at this time.

Task 16 – Prepare and Submit Final Reports

The Final Reports will incorporate any appropriate revisions identified and submitted during the review of the preliminary reports and will serve as the implementation and maintenance manuals for updating and maintaining the classification and compensation plans. The submittal of final reports will also include on-site presentations to managers, employees, and City Council.

Project Timeline

City of Laguna Hills

Projects of this nature are highly sensitive. Because of this sensitivity and the anxiety experienced by many employees when going through this type of process, it is beneficial to complete the analysis in the most expedient manner feasible. Assuming full cooperation of the City and the survey agencies, our project schedule assumes that all study activities will be completed within ten (10) weeks. We can begin the project within two weeks of project award.

A proposed timeline is provided below.

- Task 1-Conduct project initiation meetings*
- Task 2-Employees complete questionnaires
- Task 3-Conduct job analysis interviews*
- Task 4-Prepare and review preliminary classification report
- Task 5-Prepare class specifications
- Task 6-Undertake review process
- Task 7-Finalize classification plan
- Task 8-Discuss and document compensation policy*
- Task 9-Collect compensation data
- Task 10-Compile and format data
- Task 11-Audit and finalize compensation data
- Task 12-Conduct internal relationship analysis
- Task 13-Develop salary recommendations
- Task 14-Develop implementation strategies
- Task 15-Prepare/review preliminary reports*
- Task 16-Prepare and present final reports*

* On-site meeting
Blue denotes project milestones

	1	2	3	4	5	6	7	8	9	10
Task 1-Conduct project initiation meetings*	█	█								
Task 2-Employees complete questionnaires	█		█							
Task 3-Conduct job analysis interviews*				█						
Task 4-Prepare and review preliminary classification report					█					
Task 5-Prepare class specifications						█	█			
Task 6-Undertake review process								█	█	
Task 7-Finalize classification plan									█	█
Task 8-Discuss and document compensation policy*			█							
Task 9-Collect compensation data				█	█	█	█			
Task 10-Compile and format data						█	█			
Task 11-Audit and finalize compensation data							█			
Task 12-Conduct internal relationship analysis								█		
Task 13-Develop salary recommendations									█	
Task 14-Develop implementation strategies									█	
Task 15-Prepare/review preliminary reports*									█	
Task 16-Prepare and present final reports*										█

Additional Information

While Ralph Andersen & Associates does have contractor relationships with some consulting staff and joint venture affiliates, this project will be staffed by full-time staff members. No work will be performed by subcontractors.

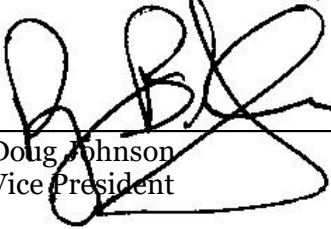
Per the City's RFP, a sealed proposed fee schedule is provided separately.

Ralph Andersen & Associates warrants that the firm is an Equal Employment Opportunity employer. We have a strong track record of promoting diversity and does not discriminate on the basis of race, gender, age, religion, or sexual identity.

Ralph Andersen certifies that we have no affiliation, financial interest, or other inappropriate relationship with any City official or employee.

Our proposal is a firm offer and is good for 60 days from the RFP due date of March 2, 2021.

Attested and confirmed by:



Doug Johnson
Vice President



5800 Stanford Ranch Road
Suite 410
Rocklin, California 95765
916.630.4900

City of Laguna Hills Fee Schedule

The total fixed cost for professional service fees and non-travel expenses to conduct the classification and compensation study, as proposed, amounts to \$29,500. The cost of professional services is based upon the project as described in the work plan and is a “fixed fee” regardless of which consultant performs the task and/or the number of hours needed to complete a particular element of the study.

The proposed professional services costs are based on the following hourly rates:

- Project Manager - \$140
- Project Consultant - \$125
- Research/Support Staff - \$85

Due to continued Covid-19 restrictions, the firm has completed almost 20 classification and compensation studies using virtual meeting platforms such as Zoom and Microsoft Teams. Our proposed cost assumes virtual meetings will be used for kick-off meetings, employee briefing sessions, employee interviews, and the review and presentation of draft and final reports.

Our approach to this project will be based on the City’s preference in coordination with appropriate public health guidelines. To that end, there is no limit to the number of virtual meetings for this project – we can conduct as many as required by the project and requested by the City.

Should the City require or prefer on-site meetings (such as on-site City Council meetings), the cost for these meetings will be billed separately and include professional services and expenses. These costs will not exceed \$1,500 per meeting/presentation.

If the scope of the analysis creates budget problems for the City, or if additional analysis is desired, we are willing to review the work plan and adjust it and the cost so that it is mutually satisfactory.

Appendix A

Five Year Client Listing

Appendix A

Five Year Client Listing

Agency	Scope of Services	Contact Name Contact Title	Telephone Number E-mail Address
Cities			
City of Albany 1000 San Pablo Ave. Albany, CA 94706	Classification & Compensation Study	Melissa Rojas Human Resources Director	(510) 528-5714 MRojas@albanyca.org
City of Anaheim 200 S. Anaheim Blvd. Anaheim, CA 92805	Classification & Compensation Study for Miscellaneous Management Positions	Kristine Ridge Human Resources Director	(714) 765-5258 kridge@anaheim.net
City of Antioch 200 H Street Antioch, CA 94509	Classification & Compensation Study	Deborah McHenry Human Resources Director	(925) 779-7021 dmchenry@ci.antioch.ca.us
City of Arcadia 240 W. Huntington Drive Arcadia, CA 91066	Total Compensation Study; Update Total Compensation Study; Technical Assistance Classification & Compensation Study	Tracey Hause Administrative Services Director	(626) 574-5425 thause@ci.arcadia.ca.us
City of Auburn 1225 Lincoln Way Auburn, CA 95603	Classification & Compensation Study; Technical Assistance	David Mackowiak Human Resources Practitioners	(530) 534-3071 davidhrp@msn.com
City of Beaumont 550 E 6 th Street Beaumont, CA 92223	Classification & Compensation Study Compensation Study	Kari Mendoza Administrative Services Director	(951) 572-3228 karim@beaumont-ca.gov
City of Big Bear Lake 39707 Big Bear Blvd. P.O. Box 10000 Big Bear Lake, CA 92315	Salary Survey – Chief Operations Officer	Erica Stephenson Administrative Services Manager	(909) 866-5831 x120 estephenson@citybigbearlake.com
City of Camarillo 601 Carmen Drive Camarillo, CA 93010	Classification & Total Compensation Study	Yolanda Kueny Deputy Director, Human Resources	(805) 388-5310 ykueny@ci.camarillo.ca.us
City of Carlsbad 1635 Faraday Ave. Carlsbad, CA 92008 I	Compensation Study – Management CSEA	Drew Cook Human Resources Department	(760) 602-7536 drew.cook@carlsbadca.gov

Five Year Client Listing

Agency	Scope of Services	Contact Name Contact Title	Telephone Number E-mail Address
City of Carson 701 E. Carson Street Carson, CA 90749	Total Compensation Study	Gail McMahon Director of Human Resources and Risk Management	(310) 952-1736 gmcmahon@carson.ca.us
City of Ceres 2720 Second Street Ceres, CA 95307	Classification & Total Compensation Study; Technical Assistance	Keith Howes Human Resources Manager	(209) 402-9406 khleadership@gmail.com
City of Coachella 1515 Sixth Street Coachella, CA 92236	Compensation Study	Sandy Krause Human Resources Manager	(760) 398-3502 ext. 132 skrause@coachella.org
City of Compton 205 South Willowbrook Avenue Compton, CA 90220	Compensation and Benefits Survey	Shawna Holmquist, MPA Human Resources Department	(310) 605-5538 sholmquist@comptoncity.org
City of Concord 428 J Street, Ste. 400 Sacramento, CA 95814	Police Officers Association (POA) Compensation Survey	Mark Gregersen Former Consultant with Sloan Sakai Currently Director of Human Resources, City of Reno	(775) 334-1284 gregersenm@reno.gov
City of Coronado 1825 Strand Way Coronado, CA 92118	Executive and Division Manager Compensation Analysis	Jim Krueger Administrative Services Director	(619) 522-7309 jkrueger@coronado.ca.us
City of Davis 428 J Street, Ste. 400 Sacramento, CA 95814	Fire Management Compensation Survey	Mark Gregersen Former Consultant with Sloan Sakai Currently Director of Human Resources, City of Reno	(775) 334-1284 gregersenm@reno.gov
City of Elk Grove 8401 Laguna Palms Way Elk Grove, CA 95758	Classification & Total Compensation Study	Jeannine Seher Human Resources Manager	(916) 478-2226 jseher@elkgrovecity.org
City of Escondido 201 N. Broadway Escondido, CA 92025	Multiple classification and compensation studies of various employee groups since 2001	Sheryl Bennett Human Resources Director	(760) 839-4587 sbennett@ci.escondido.ca.us
City of Fairfield 1000 Webster Street Fairfield, CA 94533	Compensation Studies for Police and Fire Classes	Steve Janice Employee Relations Manager	(707) 428-7758 sjanice@ci.fairfield.ca.us
City of Fresno 428 J Street, Ste. 400 Sacramento, CA 95814	Compensation Survey	Mark Gregersen Former Consultant with Sloan Sakai Currently Director of Human Resources, City of Reno	(775) 334-1284 gregersenm@reno.gov
City of Fresno 2600 Fresno Street, Room 1070 Fresno, CA 93721	Classification & Compensation – Mid-Management Job Classes	Jeff Cardell Director of Personnel Services	(559) 621-6964 Jeffrey.Cardell@fresno.gov

Five Year Client Listing

Agency	Scope of Services	Contact Name Contact Title	Telephone Number E-mail Address
City of Hayward 777 B Street Hayward, CA 94541	Comprehensive Compensation Analysis – HAME Survey Unrepresented Classes	Vanessa Lopez Senior Human Resources Analyst	(510) 583-4566 Vanessa.lopez@hayward-ca.gov
City of Hercules	Classification Study for 3 Positions Classification and Compensation Study	Jenny E. Smith Human Resources Specialist	(510) 799-8214 jenny.smith@ci.hercules.ca.us
City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254	Classification and Compensation Study City Council Compensation Survey	Diane Strickfaden Assistant to the City Manager	(310) 318-0202 dstrickfaden@hermosabch.org
City of Indio 100 Civic Center Mall Indio, CA 92201	Classification and Compensation Study	Terry Derringer Director of Human Resources & Risk Management	(760) 391-4009 tderringer@indio.org
City of Irwindale 5050 North Irwindale Avenue Irwindale, CA 91706	Classification and Compensation Study	Mary Hull Human Resources Manager	(626) 430-2204 mhull@IrwindaleCA.gov
City of Kenai 210 Fidalgo Avenue Kenai, AK 99611	Classification Study	Christine Cunningham Assistant to the City Manager	(907) 283-8223 ccunningham@ci.kenai.ak.us
City of Ketchikan, AK 334 Front Street Ketchikan, AK 99901	Classification & Compensation Study Technical Assistance Classification and Compensation - Technical Assistance Citywide Compensation Survey Compensation Study and Technical Assistance on Related Matters Technical Assistance 2018	Marie Miller Human Resources Manager	(907) 228-5623 mariem@city.ketchikan.ak.us
City of Laguna Hills 24035 El Toro Road Laguna Hills, CA 92653	Compensation Study Compensation and Limited Class Study	Don White Assistant City Manager	(949) 707-2610 dwhite@ci.laguna-hills.ca.us

Five Year Client Listing

Agency	Scope of Services	Contact Name Contact Title	Telephone Number E-mail Address
City of Lake Forest 25550 Commercentre Drive, Suite 100 Lake Forest, CA 92630	Professional Human Resources Consulting Services Pay-for-Performance Evaluation Technical Assistance Compensation Survey Update Partial Classification Review and Full Compensation Study City Manager Survey Classification and Compensation Study Job Description – Facilities Manager City Manager Survey 2020 Technical Assistance	Debra Rose Director of Management Services	(949) 461-3414 drose@lakeforestca.gov
City of Lemoore 119 Fox Street Lemoore, CA 93245	Classification & Compensation Study	Janie Venegas, CMC City Clerk/Human Resources Manager	(559) 924-6705 jvenegas@lemoore.com
City of Manhattan Beach 1400 Highland Avenue Manhattan Beach, CA 90266	Total Compensation Survey	Janna M. Payne Human Resources Consultant	(310) 802-5255 jpayne@citymb.info
City of Menlo Park 428 J Street, Ste. 400 Sacramento, CA 95814	Survey Analysis Police Supervisory Association (PSE) Compensation Survey Police Chief Compensation Survey	Mark Gregersen Former Consultant with Sloan Sakai Currently Director of Human Resources, City of Reno	(775) 334-1284 gregersenm@reno.gov
City of Merced 678 West 18 th Street Merced, CA 95340	Classification Study	Deneen Proctor Director of Support Services	(209) 385-4780 proctord@cityofmerced.org
City of Milpitas 455 East Calaveras Blvd. Milpitas, CA 95035	Classification and Compensation Study Firefighter Total Compensation Survey	Tina Murphy Human Resources Director	(408) 586-3086 tmurphy@ci.milpitas.ca.gov
City of Modesto 428 J Street, Ste. 400 Sacramento, CA 95814	Citywide Survey Update (2015) Classification & Compensation Study	Joseph P. Lopez Assistant City Manager	(209) 571-5809 joelopez@modestogov.com
City of Modesto 1010 10 th Street Modesto, CA 95354	City-wide Compensation Survey Fire Study Survey Update Police Fire Update 2015	Joe Lopez Human Resources Director	(209) 571-5126 joelopez@modestogov.com

Five Year Client Listing

Agency	Scope of Services	Contact Name Contact Title	Telephone Number E-mail Address
City of Monterey 735 Pacific Street, Suite B Monterey, CA 93940	Total Compensation Study – City Manager and City Attorney Survey (3 classes) Compensation Study	Allyson Hauck Human Resources Director	(831) 646-3767 hauck@monterey.org
City of Monterey 735 Pacific Street, Suite B Monterey, CA 93940	Fire Survey Update MPA Update (February 2020)	Jeff Sloan Partner	(415) 678-3800 jsloan@sloansakai.com
City of Norwalk 12700 Norwalk Blvd. Norwalk, CA 90650	Total Compensation Study	Patrick Matson Senior Human Resources Analyst	(562) 929-5717 pmatson@norwalkca.gov
City of Oakland 1220 7 th Street Berkeley, CA 94710	Fire Arbitration	Jeff Sloan Partner	(415) 678-3800 jsloan@sloansakai.com
City of Palm Springs 3200 E. Tahquitz Canyon Way Palm Springs, CA 92262	Total Compensation Survey Total Compensation Survey (Police) Compensation Survey – Airport Operations Supervisor	Perry Madison Director of Human Resources	(760) 323-8215 Perry.Madison@palmspringsca.gov
City of Palo Alto 428 J Street, Ste. 400 Sacramento, CA 95814	Compensation Study – UMPAPA Compensation Survey – Director of Utilities Compensation Survey – Fire Chief Compensation Survey – Gas Technician Compensation Survey – SEIU Compensation Survey – Utility Systems Operators Dispatch Data Review Fire Chief Association Survey – 2016 POA Compensation Review (2015) Police Management Survey Total Compensation Study	Mark Gregersen Former Consultant with Sloan Sakai Currently Director of Human Resources, City of Reno	(775) 334-1284 gregersenm@reno.gov

Five Year Client Listing

Agency	Scope of Services	Contact Name Contact Title	Telephone Number E-mail Address
City of Palo Alto 250 Hamilton Avenue Palo Alto, CA 94303	Classification and Compensation Total Compensation Study – Management and Confidential Employees Compensation Survey – POA / IAFF / FCA Compensation Survey – UMPAPA Market Study – SEIU – Inspector Field Services Management and Professional Group Market Study	Rumi Portillo Chief People Officer	(650) 329-2376 rumi.portillo@cityofpaloalto.org
City of Paramount 16400 Colorado Avenue Paramount, CA 90723	Compensation Study	Jonathan Masannat Human Resources Manager	(562) 220-2022 jmasannat@paramountcity.com
City of Petaluma 11 English Street Petaluma, CA 94952	Classification and Compensation Study – Full-time Miscellaneous Non-Sworn Positions	Amy Reeve Director of Human Resources	(707) 778-4343 areeve@ci.petaluma.ca.us
City of Pleasant Hill 100 Gregory Lane Pleasant Hill, CA 94523	Classification & Compensation Study	Andrew Murray Assistant City Manager	(925) 671-5284 amurray@pleasanthillca.org
City of Reno, NV P.O. Box 1900 Reno, NV 89505	Classification & Compensation Study Labor Market Analysis Police and Fire Compensation Study	Mark Gregersen Director of Human Resources	(775) 334-1284 gregersenm@reno.gov
City of Richmond, CA 350 Sansome Street, Suite 300 San Francisco, CA 94104	Compensation and Classification Study – Library, Business and Finance, and Clerical Positions	Genevieve Ng Senior Labor Counsel	(415) 678-3830 gng@publiclawgroup.com
City of Rocklin, CA 3070 Rocklin Road Rocklin, CA 95677	Compensation Study	Michael Green Human Resources Manager	(916) 625-5055 michael.green@rocklin.ca.us
City of Sacramento, CA 428 J Street, Ste. 400 Sacramento, CA 95814	Compensation Services Police Officers Association Arbitration	Mark Gregersen Former Consultant with Sloan Sakai Currently Director of Human Resources, City of Reno	(775) 334-1284 gregersenm@reno.gov

Five Year Client Listing

Agency	Scope of Services	Contact Name Contact Title	Telephone Number E-mail Address
City of Sacramento 915 I Street Sacramento, CA 95814	Fire Survey Update Salary Survey: Local 39 & Local 447 Utilities Management Organization and Classification Review Compensation Survey Police Officers Association Survey (2016 Update) Salary Surveys 2017-18 Fire and Locksmith Survey Salary Surveys (4 positions) Fire Survey Update 2018 6 Class Survey May 2019 Sacramento Fire Local 2019 Treasury Study – Salary Survey 2 Positions POA Survey 2019 LOC 39 – 5 Classes Survey POA Local Market Survey July 2019 Fire Retiree Health Survey 2019 Fire Arbitration Compensation Survey – Procurement Services Manager Salary Survey – Fire 2020	Shelley Banks-Robinson Labor Relations Manager	(916) 808-5541 SMBanks-Robinson@cityofsacramento.org
City of St. Helena 1480 Main Street St. Helena, CA 94574	Classification & Compensation and Organization Review of the Public Works Department	Kathy Robinson, SPHR Human Resources & Information Technology Director	(707) 968-2741 krobenson@cityofsthehena.org
City of San Pablo 13831 San Pablo Ave. San Pablo, CA 94806	Classification & Compensation Study – 4 Non-sworn Police Classifications	Tina Gallegos Asst. to the City Manager	510-215-3002 tinaG@sanpabloca.gov
City of Santa Clara 1500 Warburton Avenue Santa Clara, CA 95050	Total Compensation Survey for IAFF, POA, Non-Sworn Public Safety, and AFSCME Compensation Study 2019 Survey Update (3 classes)	Julia Hill Assistant Director of Human Resources	(408) 615-2161 JHill@santaclaraca.gov

Five Year Client Listing

Agency	Scope of Services	Contact Name Contact Title	Telephone Number E-mail Address
City of Santa Rose 350 Sansome Street, Suite 300 San Francisco, CA 94104	Fire Arbitration	Jonathan Holtzman Partner	(415) 848-7235 jholtzman@publiclawgroup.com
City of Shoreline 17500 Midvale Ave. N Shoreline, WA 98133	Compensation and Classification Study Compensation Study	Donald Moritz Human Resources and Organizational Development Director	(206) 801-2241 dmoritz@shorelinewa.gov
City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755	Compensation Study	Hannah Shin-Heydorn Deputy City Manager	(562) 989-7375 hshinheydorn@cityofsignalhill.org
City of Simi Valley 2929 Tapo Canyon Road Simi Valley, CA 93063	Job Analysis (Waterworks Meter Reader and Water system Supervisor Classification Study – Emergency Services Manager	Elizabeth Foushee Deputy Director/Human Resource	(805) 583-6741 EFoushee@simivalley.org
City of Simi Valley and Ventura County Waterworks District No. 8 2929 Tapo Canyon Road Simi Valley, CA 93063	Citywide Classification and Compensation Study and Management-level Organizational Structure Review	Elizabeth Foushee Deputy Director/Human Resource	(805) 583-6741 EFoushee@simivalley.org
City of Snoqualmie, WA 38624 SE River Street Snoqualmie, WA 98065	Classification and Compensation Study of all Management and Professional Positions	Debra Vigil Director of Administrative Services	(425) 888-8004 dvigil@ci.snoqualmie.wa.us
City of South Lake Tahoe 1901 Airport Road, S Lake Tahoe, CA 96150	Classification & Compensation Study; Ongoing Technical Assistance	Janet Emmett Human Resources Manager	(530) 542-6052 jemmett@cityofslt.us
City of Stockton 428 J Street, Ste. 400 Sacramento, CA 95814	Compensation Survey – Deposition 2013 Survey Data Update 2014 Utilities Class & Comp 2015 Compensation Survey Sworn Police Survey	Mark Gregersen Former Consultant with Sloan Sakai Currently Director of Human Resources, City of Reno	(775) 334-1284 gregersenm@reno.gov
City of Stockton 22 E. Weber Ave., Suite 150 Stockton, CA 95202	Fire Update 2015 Department Head Survey Update 2017 Technical Assistance	Teresia Zadroga-Haase Human Resources Director	209-937-8344 Teresia.Haase@stocktongov.com

Five Year Client Listing

Agency	Scope of Services	Contact Name Contact Title	Telephone Number E-mail Address
City of Suisun City 701 Civic Center Blvd. Suisun City, CA 94585	Classification & Total Compensation Study Compensation Study	Joe Dingman Administrative Services Director	(707) 421-7300 jdingman@suisun.com
City of Sunnyvale P.O. Box 3707 Sunnyvale, CA 94088	Annual Salary Survey for COA, PSOA, and SEA classes City Manager Survey Communications Officers' Association Survey – Dispatcher Technical Assistance (Master Contract) Annual PSOA Survey Survey Update – COA (Dispatchers) Fire Protection Classification and Compensation Study COA Annual Survey	Tammy Parkhurst Human Resources Manager	(408) 730-7498 tparkhurst@ci.sunnyvale.ca.us
City of Temple City 9701 Las Tunas Drive Temple City, CA 91780	Classification and Compensation Study	Tracey L. Hause Administrative Services Director	(626) 285-2171 ext. 2314 thause@templecity.us
City of Tracy 333 Civic Center Plaza Tracy, CA 95376	Total Compensation Study	Midori Lichtwardt Director of Human Resources	(209) 831.6159 midori.lichtwardt@ci.tracy.ca.us
City of Vacaville 650 Merchant Street Vacaville, CA 95688	Technical Assistance on various classification and compensation matters	Chas Howard Human Resources Manager	(707) 449-5136 choward@ci.vacaville.ca.us
City of Vallejo 428 J Street, Ste. 400 Sacramento, CA 95814	Sworn Police Retiree Health Survey	Mark Gregersen Former Consultant with Sloan Sakai Currently Director of Human Resources, City of Reno	(775) 334-1284 gregersenm@reno.gov
City of Watsonville 1220 7 th Street Berkeley, CA 94710	Fire Arbitration	Jeff Sloan Partner	(415) 678-3800 jsloan@sloansakai.com
Counties			
Mono County P.O. Box 696 Bridgeport, CA 93517	Salary and Compensation Analysis	Dave Butters Human Resources Director	(760) 932-5413 dbutters@mono.ca.go

Five Year Client Listing

Agency	Scope of Services	Contact Name Contact Title	Telephone Number E-mail Address
Napa County 1195 Third Street Napa, CA 94559	Classification & Compensation Study for Management Employees Compensation Study for Represented Employees Compensation Study for Sworn Management Employees Probation Officer Arming Survey Deputy Sheriffs' Association 2013 Survey Fire Project – Technical Assistance PSE Survey Update (SEIU) HHSA Classification Analysis Management Compensation Plans Compaction Study Between Line Staff & Supervisory Classification Correctional Officer Salary Review Emergency Response Worker & Mental Health Worker Class Review Permit Technician & Plan Examiner Class Series Reviews Engineer Series Compensation Study for Health Officer and Director of Public Health Management Survey Compensation Study – Board of Supervisors Accountant/Auditor Classification Study SEIU Limited Compensation and Internal Alignment Management Survey Update – 2018 Compensation Survey SEIU Compensation Survey Update 2020	Suzanne R. Mason Director of Human Resources	(707) 253-4303 suzanne.mason@countyofnapa.org
Sacramento County 700 H Street Sacramento, CA 95814	Deputy Sheriff Arbitration Support; Compensation Analyses Involving Unrepresented County Classifications Deposition (Porter Scott)	Mark Norris Administrator, Internal Services Agency	(916) 874-7097 norrism@saccounty.net

Five Year Client Listing

Agency	Scope of Services	Contact Name Contact Title	Telephone Number E-mail Address
Sacramento County 700 H Street Room 4667 Sacramento, CA 95814	Police Management Arbitration	Robert Bonner Director of Labor Relations	(916) 874-7085 bonnerr@saccounty.net
San Benito County 481 4 th Street Hollister, CA 95023	Classification & Compensation Study	Edgar Nolasco Deputy County Administrative Officer	(831) 636-4000 ext. 16 Enolasco@cosb.us
San Bernardino County 100 Wilshire Blvd., 4 th Floor Santa Monica, CA 90401	Compensation Survey	Marianne S. Mortimer Stradling Attorneys at Law	(424) 214-7014 MMortimer@SYCR.com
San Joaquin County 24 South Hunter Street Stockton, CA 95202	Multiple classification and compensation studies of various employee groups conducted since 1998	Marilyn Maskell Principal Human Resources Analyst	(209) 468-3276 mmaskell@sjgov.org
San Joaquin County 428 J Street, Ste. 400 Sacramento, CA 95814	SEIU Factfinding 2019	Jeff Sloan Partner	(415) 678-3800 jsloan@sloansakai.com
San Luis Obispo County 428 J Street, Ste. 400 Sacramento, CA 95814	Compensation Survey Update Classification and Compensation (27 positions) Management Compensation Study – Phase III SLOCEA Survey – Phase V Compensation Study	Mark Gregersen Former Consultant with Sloan Sakai Currently Director of Human Resources, City of Reno	(775) 334-1284 gregersenm@reno.gov
San Luis Obispo County 1220 7 th Street Berkeley, CA 94710	Factfinding SLOCEA – Technical Assistance Factfinding SDSA – Technical Assistance	Jeff Sloan Partner	(415) 678-3800 jsloan@sloansakai.com
San Luis Obispo County 1055 Monterey Street, Suite D250 San Luis Obispo, CA 93408	Technical Assistance – Market Agencies	Megan Fisher Employee Relations Manager	(805) 781-5971 mmfisher@co.slo.ca.us
San Mateo County 455 County Center, 5 th Floor Redwood City, CA 94063	Salary Survey (5 Classes)	Donna Vaillancourt Human Resources Director	(650) 363-4132 dvaillancourt@smcgov.org

Five Year Client Listing

Agency	Scope of Services	Contact Name Contact Title	Telephone Number E-mail Address
Solano County 675 Texas Street Fairfield, CA 94533	Compensation Policy Analysis Compensation and Benefit Survey IT Classification and Compensation Salary Surveys – 7 Positions	Marc A. Fox Director of Human Resources	(707) 784-2552 MAFox@SolanoCounty.com
Sonoma County 575 Administration Drive #116B Santa Rosa, CA 95403	Regional Parks – 5 Classifications Class & Partial Compensation Study Probation Department Classification & Compensation Study Total Compensation Survey – Phase I (18 Job Classes) Total Compensation Survey – Phase II (141 Job Classes) Total compensation Survey – Phase III (9 Water Agency Job Classes) Human Resources Classification Study EFS Manager 2018 Compensation Survey Update Classification Study Community Development Commission	Lisa Conner Human Resources Analyst III	(707) 565-5119 Lisa.conner@sonoma-county.org
Sonoma County 428 J Street, Ste. 400 Sacramento, CA 95814	Class Matching	Mark Gregersen Former Consultant with Sloan Sakai Currently Director of Human Resources, City of Reno	(775) 334-1284 gregersenm@reno.gov
Stanislaus County 428 J Street, Ste. 400 Sacramento, CA 95814	Countywide Total Compensation Survey (Phase I)	Mark Gregersen Former Consultant with Sloan Sakai Currently Director of Human Resources, City of Reno	(775) 334-1284 gregersenm@reno.gov
Higher Education			
Southwestern Community College District 900 Otay Lakes Rd. Chula Vista, CA 91910	Ad-Hoc Technical Assistance	Rose C. DelGaudio Executive Assistant Superintendent/Vice President for Human Resources	(619) 482-6328 rdelgaudio@swccd.edu

Five Year Client Listing

Agency	Scope of Services	Contact Name Contact Title	Telephone Number E-mail Address
Water Districts			
Alameda County Water District 43885 S. Grimmer Blvd. Fremont, CA 94538	Classification and Compensation Study	Jennifer Solito, M.A., SPHR Human Resources & Risk Manager	(510) 668-4220 Jennifer.solito@acwd.com
Coachella Valley Water District 75515 Hovley Lane East Palm Desert, CA 92211	Comprehensive Compensation and Classification Survey	Kris Hopping, SPHR Senior Human Resources Specialist	(760) 398-2661, ext. 2489 khopping@cvwd.org
East Bay Regional Park District P.O. Box 5381 Oakland, CA 94605-0381	Confidential Studies & Reports Classification and Compensation for AFSCME Local 2428 Positions Classification and Compensation for Management, Confidential, POA, and Seasonal Employees	Dr. Ana M. Alvarez Deputy General Manager	(510) 544-2011 AAlvarez@ebparks.org
Irvine Ranch Water District 15600 Sand Canyon Avenue Irvine, CA 92618	Compensation Policy Review 2014/2015 Compensation Survey Compensation Study 2018	Gretchen C. Ronin Human Resources Manager	(949) 453-5438 Maswadeh@irwd.com
Mesa Water District 1965 Placentia Avenue Contra Costa, CA 92627	Benefits Benchmark Survey Classification and Compensation Study Technical Assistance on Classification and Compensation Matters Technical Assistance 2019	Coleen L. Monteleone Administrative Services Manager	(949) 631-1205 coleenm@mesawater.org
Monterey Regional Water Pollution Control Agency	Base Salary Compensation Survey	Leara Sampson Human Resources Administrator	(831) 645-4650 leara@mrwpca.com
Municipal Water District of Orange County 18700 Ward Street Fountain Valley, CA 92728	Classification and Compensation Study	Cathleen Harris Administrative Services Manager	(714) 593-5007 charris@mwdoc.com
Nevada Irrigation District 1036 West Main Street Grass Valley, CA 95945	Salary Survey	Jana Kolakowski Human Resources Manager	(530) 271-6825 kolakowskij@nidwater.com
Olivenhain Municipal Water District 1966 Olivenhain Road Encinitas, CA 92024	Total Compensation Study Compensation Survey	Thomas Wood Human Resources Manager	(760) 632-4211 twood@olivenhain.com

Five Year Client Listing

Agency	Scope of Services	Contact Name Contact Title	Telephone Number E-mail Address
Otay Water District 2554 Sweetwater Springs Spring Valley, CA 91978	Total Compensation Study Compensation Study Survey Data Analysis Compensation and Benefits Study Technical Assistance	Kelli Williamson Human Resources Manager	(619) 670-2227 kwilliamson@otaywater.gov
Rincon del Diablo Municipal Water District 1920 North Iris Lane Escondido, CA 92026	Classification and Compensation Study	Tish Berge Director of Administration and Finance	(760) 745-5522 x500 tberge@rinconwater.org
Sacramento Suburban Water District 3701 Marconi Avenue, Suite 100 Sacramento, CA 95821	2018 Compensation Study	Dan Bills Finance Director	(916) 679-3970 dbills@sswd.org
Santa Ana Watershed Project Authority 11615 Sterling Ave. Riverside, CA 92503	Classification and Compensation Study	Celeste Cantu General Manager	(951) 354-4247 ccantu@sawpa.org
Santa Fe Irrigation District P.O. Box 409 Rancho Santa Fe, CA 92067	Compensation Survey	Jessica Miles Human Resources Administrator	858-227-5780 jmiles@sfdwater.org
Scotts Valley Water District 2 Civic Center Drive Scotts Valley, CA 95066	Compensation Survey Compensation Survey (2 Positions)	Piret Harmon General Manager	(831) 438-2363 pharmon@svwd.org
Sonoma County Water Agency (De Loach and Associates)	Limited Classification and Compensation	Robert A. DeLoach President	(909) 758-0273 Robertadeloach1@gmail.com
Soquel Creek Water District 5180 Soquel Drive Soquel, CA 95073	Compensation Study	Michelle Boisen Financial and Business Services Manager	(831) 475-8500 michelleb@soquelcreekwater.org
South Coast Water District 31592 West Street Laguna Beach, CA 92651	Classification, Compensation, and Benefits Study	Robin Wiessner, CPBA, HCS HR & Risk Manager	(949) 499-4555 ext. 3118 RWiessner@scwd.org
Sunny Slope Water Company 1040 El Campo Drive Pasadena, CA 91107	Total Compensation Study	Michael Hart Vice President & General Manager	(626) 795-4163 sswc01@sbcglobal.net

Five Year Client Listing

Agency	Scope of Services	Contact Name Contact Title	Telephone Number E-mail Address
Sweetwater Authority 505 Garrett Avenue Chula Vista, CA 91910	Salary and Benefits Survey	Jennifer Sabine Assistant General Manager	(619) 409-6702 jsabine@sweetwater.org
Trabuco Canyon Water District 32003 Dove Canyon Drive Trabuco Canyon, CA 92679	Classification and Compensation Matters	Fernando Paludi General Manager	(949) 709-5721 fpaludi@tcwd.ca.gov
Vallecitos Water District 201 Vallecitos de Oro San Marcos, CA 92069	Classification and Compensation Study	Rhondi Emmanuel Administrative Services Manager	(760) 744-0460 ext. 240 remmanuel@vwd.org
West Basin Municipal Water District 17140 S. Avalon Blvd., Suite 210 Carson, CA 90746	Classification and Compensation Survey Classification and Compensation Study	Michelle Green Human Resources Officer	(310) 660-6228 michelleg@westbasin.org
Zone 7 Water Agency 100 N. Canyon Pkwy. Livermore, CA 94551	Total Compensation Studies	Sylvia Seaborn Human Resources Manager	(925) 224-7730 ext. 228 sseaborn@zone7water.com
Other Districts and Authorities			
Housing Authority of the City of Alameda 701 Atlantic Avenue Alameda, CA 94501	Total Compensation Study Compensation Study – Exempt Positions Compensation Study of Non-Exempt Positions	Vanessa M. Cooper Executive Director	(510) 747-4320 vcooper@alamedahsg.org
Alameda County Housing Authority 22941 Atherton Street Hayward, CA 94541	Management Compensation Study	Thomas Makin Deputy Director for Operations	(510) 727-8516 TomM@haca.net
Aptos-La Selva Fire Protection District 428 J Street, Ste. 400 Sacramento, CA 95814	Business Manager Survey	Charles Sakai Managing Partner	(415) 299-0856 csakai@publiclawgroup.com
Association of Regional Center Agencies (ARCA) 980 9 th Street, Ste. 1450 Sacramento, CA 95814	Compensation Analysis – Executive Director	Kathy Hebert ARCA Board of Directors President	(916) 446-7961 Mom2gjc@gmail.com
Black Gold Cooperative Library System 580 Camino Mercado Arroyo Grande, CA 93420	Classification Study and Total Compensation Survey	Glynis Fitzgerald Director of Operations	(805) 543-6082 gfitzgerald@blackgold.org

Five Year Client Listing

Agency	Scope of Services	Contact Name Contact Title	Telephone Number E-mail Address
Central Contra Costa Sanitary District 555 12 th Street, Suite 1500 Oakland, CA 94607	Compensation Survey	Eddie Kreisberg Meyers Nave	(510) 351-4300 elk@meyersnave.com
Conejo Recreation and Park District 403 West Hillcrest Drive Thousand Oaks, CA 91360	Total Compensation & Limited Classification Study Classification Study (Pool Manager and Assistant Pool Manager) Technical Assistance 2015 Technical Assistance 2016 Technical Assistance 2017 Technical Assistance 2018 Technical Assistance 2019	Phyllis Bluhm Human Resources Supervisor	(805) 381-1221 pbluhm@crpd.org
Contra Costa County Employees' Retirement Association 1355 Willow Way Suite 221 Concord, CA 94520	Compensation Analysis	Marilyn Leedom Retirement Chief Executive Officer	(925) 521-3960 mleedom@ret.cccounty.us
Contra Costa County Schools Insurance Group 550 Ellinwood Way Pleasant Hill, CA 94523	Total Compensation Studies; Technical Assistance in classification and compensation matters Classification for Executive Director Compensation Study	Erica Williamson Human Resources Manager	(866) 922-2744 ewilliamson@cccsig.org
Costa Mesa Sanitary District 290 Paularino Avenue Costa Mesa, CA 92626	Classification and Compensation Study	Dyana Bojarski Management Analyst II	(949) 645-8400 ext. 226 DBojarski@cmsdca.gov
Emerald People's Utility District 33733 Seavey Loop Road Eugene, OR 97405	COLA Analysis	Alice Schroeder, SPHR Human Resources Coordinator	(541) 744-7457 alice@epud.org
Hanson Bridgett LLP Wood Island 80 E. Sir Francis Drake Blvd., Suite 3E Larkspur, CA 94939	Expert Witness	Raymond F. Lynch Partner	(415) 995-5055 rlynch@hansonbridgett.com
Jurupa Community Services District 11201 Harrel Street Mira Loma, CA 91752	Limited Compensation Study	Todd Corbin General Manager	(951) 685-7434 tcorbin@jcsd.org

Five Year Client Listing

Agency	Scope of Services	Contact Name Contact Title	Telephone Number E-mail Address
Kern County Employees' Retirement Association 11125 River Run Blvd. Bakersfield, CA 93311	Phase I – Compensation Study – Chief Investment Officer Phase II – Compensation Study (All Job Classes)	Gloria M. Dominguez Executive Director	(661) 381-7700 dominguezg@co.kern.ca.us
Menlo Park Fire Protection District 170 Middlefield Road Menlo Park, CA 94025	Compensation Survey	Brenna Rowe Human Resources Manager	(650) 688-8400 browe@menlofire.org
Meyers Nave – Wulfman 555 12 th Street, Suite 1500 Oakland, CA 94607	Deposition	Samantha W. Zutler Senior Associate	(510) 808-2000 szutler@meyersnave.com
Midpeninsula Regional Open Space District 330 Distel Circle Los Altos, CA 94022	Classification & Compensation Study; Technical Assistance in classification and compensation matters	Sally Rice Assistant General Manager	(650) 691-1200 srice@openspace.org
North Bay Schools Insurance Group 380A Chadbourne Road Fairfield, CA 94534	Total Compensation Study Compensation Study	Jan DeGracia Executive Director	(707) 428-1830 ext. 105 jand@nbsia.org
Orange County Fire Authority 1 Fire Authority Road Irvine, CA 92602	Classification and Compensation Compaction Analysis of Executive Positions Compensation Survey for Medical Director Urban Search and Rescue Class Study Environmental Health & Safety Specialist Class Study	Debbie Casper, C.P.M., CPPB Purchasing & Materials Manager	(714) 573-6641 debbiecasper@ocfa.org
Redwood Empire Schools' Insurance Group 5760 Skylane Blvd., Suite 100 Windsor, CA 95492	Compensation Survey	Ronda Bergesen Business Manager	(707) 836-0779 x105 rbergesen@resig.org
Sacramento Metropolitan Air Quality Management District 777 12 th Street, 3 rd Fl. Sacramento, CA 95814	Classification and Compensation Study	Patrick Smith Administrative Services Program Supervisor	(916) 874-4800 psmith@airquality.org

Five Year Client Listing

Agency	Scope of Services	Contact Name Contact Title	Telephone Number E-mail Address
Sacramento County Employees' Retirement System 980 9 th Street, Suite 750 Sacramento, CA 98512	Total Compensation Study of Five SCERS Positions Compensation Survey Total Compensation Study of Eight Positions 2016 Survey Update CEO Compensation Analysis CEO Performance Evaluation System Management Compensation Survey Update 2017	Kathy Ragalia Chief Operations Officer	(916) 874-9119 regaliak@saccounty.net
San Diego County Water Authority 4677 Overland Avenue San Diego, CA 92123	Classification and Compensation Study Survey Update – 14 Positions	Ashley Kite Senior Human Resources Analyst	(858) 522-6667 akite@sdewa.org
Santa Barbara County Air Pollution Control District 260 North San Antonio Road, Suite A Santa Barbara, CA 93110	Compensation Study	Kristina Aguilar, CPA Administrative Manager	(805) 961-8800 AguilarK@sbcapcd.org
Santa Clara County Central Fire Protection District 14700 Winchester Blvd. Los Gatos, CA 95032	Total Compensation Survey – Firefighter / Engineer Compensation Survey Services for the Fire Prevention Division Fire Survey Update 2018	Rebecca Lo Management Analyst	(408) 341-4457 Rebecca.lo@sccfd.org
Housing Authority of the County of Santa Clara 505 West Julian Street San Jose, CA 95110	Compensation Study for the position of Assistant Housing Programs Director Compensation Study for the position of Housing Programs Manager Compensation Study for the Housing Programs Staff (3 positions) Compensation Study for the position of Executive Director Organization Review of the Housing Programs Department	Shelley Giancola Human Resources Manager	(408) 993-3031 shelleyg@hacsc.org
Schools Insurance Authority 9805 Goethe Road Sacramento, CA 95827	Classification and Compensation Study Compensation Study Executive Director Survey	Martin Brady Executive Director	(916) 364-1281 mbrady@sia-jpa.org

Five Year Client Listing

Agency	Scope of Services	Contact Name Contact Title	Telephone Number E-mail Address
South Tahoe Public Utility District 1275 Meadow Crest Dr. South Lake Tahoe, CA 96150	Compensation Study	Nancy Hussmann Human Resources Director	(530) 543-6222 nhussmann@stpud.dst.ca.us
Tahoe Truckee Unified School District 11603 Donner Pass Road Truckee, CA 96161	Management Classification and Compensation Study	Thomas Gemma Executive Director of Administrative Services	(530) 582-2500 tgemma@ttusd.org
Teton County Fire Protection District 911 North Highway 33 PO Box 474 Driggs, ID 83422	Compensation Study and Analysis	Bret Campbell Fire Chief	(208) 715-5201 bcampbell@tetoncountyfire.com
Twin Rivers Unified School District 3222 Winona Way North Highlands, CA 95660	Compensation and Classification Study for Twin Rivers School Police Association	Gina Carreon Assistant Superintendent Human Resources	(916) 566-1600 ext. 50379 Gina.Carreon@twinriversusd.orgp
West Bay Sanitary District 500 Laurel Street Menlo Park, CA 94025	Job Classification and Total Compensation – Technical Assistance	Phil Scott District Manager	(650) 321-0384
Whatcom Transportation Authority 2011 Young Street Bellingham, WA 98225	Compensation Workshop and Analysis; Technical Assistance Compensation Plan Compensation Study	Kimberly Somers	(360) 738-4588 kimberlys@ridewta.com
Yolo County Housing Authority 1224 Lemen Avenue Woodland, CA 95776	Compensation Study for Grant Writer Classification/Position	Executive Director's Office (contact was David Serena, Executive Director)	(530) 662-5428

Appendix B

Job Analysis Questionnaire

III - IMPORTANT AND ESSENTIAL DUTIES

Listing the most important duties first, describe the major duties performed by the position. A duty is an activity performed to achieve the purpose or objectives of the job. A duty is a significant part of a functional area and consists of the performance of one or more tasks. Start each duty statement with a verb such as prepare, maintain, calculate, collect, compile, clean, repair, or other similar action word.

Respond based on actual job duties and responsibilities. Describe the job responsibilities/duties as they exist now. In other words, tell us what you are actually doing in the job – this may or may not differ from what your current job description states. NOTE: This is NOT an evaluation of your personal background or performance in the job.

Be objective and accurate. Try not to understate or inflate the job. Base your responses on the typical duties and responsibilities of the job under normal conditions, not under unusual circumstances or temporary assignments.

Frequency Code: D (Daily), W (Weekly), M (Monthly), Q (Quarterly), S (Semi-Annually), Y (Yearly)

% of Total Job: Assuming all duties listed encompass 100% of the total job, give a best estimate of the approximate percentage of total job that each duty (or group of related duties) represents. The total of all duty statements must equal 100%.

IMPORTANT AND ESSENTIAL DUTIES		Frequency Code	Percent of Total Job
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

IMPORTANT AND ESSENTIAL DUTIES

		Frequency Code	Percent of Total Job
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

IV - DUTIES ADDED TO YOUR JOB IN THE LAST YEAR

Identify each duty (by number) in Section III that has been added to your job in the last year and provide a brief explanation as to why this duty was added to your job.

Duty #	Brief Explanation

V - JOB RELATED QUALIFICATIONS

JOB RELATED QUALIFICATIONS: Please list the knowledge, skills and abilities that are:

1. **Necessary** for the successful performance.
2. **Cannot be learned** in a brief training or orientation session (1 week or less).
3. **Required by the job**, not ones you have acquired on the job.

DEFINITIONS

KNOWLEDGE is a body of information that applies directly to the performance of a function or duty (e.g., Knowledge of accounting principles and practices.)

SKILL is a developed ability to use knowledge effectively or dexterity/coordination in the performance of physical tasks (e.g., Operate word processing equipment).

ABILITY is the competence or capability to perform an observable duty and usually results in an observable product (e.g., Prepare clear and concise reports).

Please list the knowledge, skills and abilities that are **essential** for the position being described. The knowledge, skills and abilities listed under this section should be linked with the essential duty statements.

ESSENTIAL KNOWLEDGE, SKILLS, AND ABILITIES STATEMENTS		Duties from Section III (Please identify the duties from Section III by Number)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		

ESSENTIAL KNOWLEDGE, SKILLS, AND ABILITIES STATEMENTS

ESSENTIAL KNOWLEDGE, SKILLS, AND ABILITIES STATEMENTS		Duties from Section III (Please identify the duties from Section III by Number)
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		

VI - COMPUTER SKILLS

What computer skills are required to perform your job? ***Remember this is not necessarily the level of skills you possess, but the level required in the normal performance of your job.*** Check as many boxes that apply.

- ☐ Work requires typical office computing software including the use of e-mail, spreadsheet, word processing, presentation, and internet applications.
- ☐ Work involves developing, maintaining, and enhancing applications. Applications may include special purpose software systems, databases, interactive-spreadsheets, data entry forms, report writers, and web-based systems.
- ☐ Work requires the maintenance, installation, and administration of operating systems including desktop computers, servers, and other hardware. Duties typically also include troubleshooting and installing computer hardware components and software applications.
- ☐ Work involves the installation, maintenance, and administration of network servers, server-based applications, network/communication hardware, and special purpose servers such as e-mail, security, internet/intranet, and related systems. Work involves both local and wide-area networks (if applicable).

VII - EDUCATION & EXPERIENCE

- A. **Education** -- What minimum level of education is needed to satisfactorily perform your job?
(Not necessarily your background.)

- ☐ Read and write; no specific requirements

 ☐ High school diploma or equivalent (G.E.D.)
☐ Supplemental training - vocational or college level course

 ☐ Formal specialized training - 2 year college program; apprenticeship/technician
☐ Bachelor's or higher degree

 Field of Study: _____

Please list any licenses, registrations, or certificates **required** for your position and the agency responsible for issuing it.

License, Certificate, Registration	Issuing Agency

- B. **Experience** -- In addition to education and training, what is the minimum required experience? _____ years.

VIII - EQUIPMENT OPERATING REQUIREMENTS

List **equipment or machines** you use in the regular course of your assigned duties that require training and skill to operate proficiently. For each item, please assign a frequency code (D, W, M, Q, S, Y) and estimate the total amount of time spent operating that piece of machinery/equipment.

MACHINE/EQUIPMENT	REQUIRED DOCUMENTATION	
	Relative Frequency	Percent of Time
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		

IX - SUPERVISION EXERCISED

- A. Do you exercise supervision over any employees? ☐ Yes ☐ No
- B. If yes, please check the definition that best describes the type of supervision you exercise and the names and classification/job titles of the employees whom you supervise. **Please attach additional pages if necessary.**

- ☐ **Technical and Functional (Lead Worker)** - You are responsible for prescribing procedures, methods, materials and formats used in recurring projects of particular area(s) of work including training other employees. In addition, you are also responsible for recurring work projects or activities involving other employees to whom you give direction and guidance including lead supervision for a project or set of work activities. You may also have responsibility for assigning, scheduling, coordinating, organizing, and directing work activities.

☐ Regular Lead

☐ Project Lead

Employee Name	Class/Job Title

- ☐ **Direct Supervision** - In addition to functional and technical supervision, you are responsible for the administration of line personnel functions including employee selection, discipline, grievances, and formal performance evaluations.

Employee Name	Class/Job Title

- C. If you checked either of the above, please indicate the nature of group supervised and the number supervised.

Full-time	Part-time	Seasonal/Temp	Volunteer

- D. Please clarify your responsibility for the following supervisory responsibilities and decisions. Check the appropriate description that relates to each applicable function you perform in your position.

Function	RESPONSIBILITY			
	Responsible for Function	Make Formal Recommendations	Provide Input	N/A
Hiring	☐	☐	☐	☐
Termination	☐	☐	☐	☐
Promotion	☐	☐	☐	☐
Performance Appraisal	☐	☐	☐	☐
Employee Discipline	☐	☐	☐	☐
Employee Counseling	☐	☐	☐	☐
Setting Goals and Objectives	☐	☐	☐	☐
Revising Procedures	☐	☐	☐	☐
Changing Policy	☐	☐	☐	☐
Training	☐	☐	☐	☐

X - CONTACTS

- A. With what individuals **inside** your organization do you have regular and frequent job related contact other than your supervisor and those you supervise? Check the type of contact, indicate the purpose(s) of the contact (a, b, c, d, e, f, g) using the codes noted below, and the relative frequency (D, W, M, Q, S, Y). You may indicate more than one "purpose of contact" as appropriate.

<u>Purpose of Contact</u>	<u>Code</u>
Provide information	a
Collect information	b
Coordinate projects, activities, etc.	c
Solve problems	d

<u>Purpose of Contact</u>	<u>Code</u>
Negotiate solutions within policy guidelines	e
Negotiate solutions involving policy changes	f
Other - specify below	g

Type of Internal Contact	Purpose of Contact	Relative Frequency
☐ Clerical/maintenance staff, other departments		
☐ Professional/technical staff, same department		
☐ Professional/technical staff, other departments		
☐ Managers, other departments		
☐ Council(s) (Type: ____)		
☐ Board(s) (Type: ____)		
☐ Commission(s) (Type: ____)		
☐ Committee(s) (Type: ____)		
☐ (Specify)		
☐ (Specify)		

- B. With what individuals **outside** your organization do you have regular and frequent contact required by the major responsibilities of your job? Check the type of contact, indicate the purpose(s) of the contact (a, b, c, d, e, f, g) using the codes noted above, and the relative frequency (D, W, M, Q, S, Y). You may indicate more than one "purpose of contact" as appropriate.

Type of External Contact	Purpose of Contact	Relative Frequency
☐ General Public		
☐ Contractors, engineers and/or developers		
☐ Vendors		
☐ Public Agencies		
☐ Consultants		
☐ Committee(s) (Type: ____)		
☐ (Specify)		
☐ (Specify)		

XI - ENVIRONMENTAL FACTORS

Please identify the **environmental factors** that you are exposed to in the course of your job and indicate the relative frequency code (see below) for each of the applicable conditions. Also, indicate from Section III the number(s) of the Duties (i.e., #3, #6) that are related to these working conditions. Please leave line blank if environmental factor is not applicable.

Frequency Codes:

I = Infrequent (less than 10%)

M = Moderate, Average (25% - 50%)

S = Seldom, Minimal (10% - 25%)

A = Almost Always (more than 50%)

Condition	Relative Frequency				Duties
	I	S	M	A	
Outside environment; travel from site to site					
Inside environment					
Heat					
Cold					
Dampness or Chilling					
Dry atmosphere condition					
Working in confined spaces					
Working closely					
Work alone					
Irregular work hours					
Working with machinery					
Working with or in water					
Working below ground					
Work on ladders/scaffolds					
Vibration					
Noise					
Slippery/uneven surfaces					
Moving objects/vehicles					
Grease and Oils					
Radiant energy					
Electrical energy					
Explosives					
Silica, asbestos, etc.					
Dust (specify):					
Toxic Chemicals (list):					
Fumes, smoke, gases (list):					
Solvents (list):					
Exposure to poisonous animals/insects					
Stress, emergency (specify):					
Other factors not listed:					

Check the box that best describes your overall environmental working conditions:

- ☐ **General** – Standard office/indoor setting.
- ☐ **Variable** – Moderate exposure to conditions that may be unpleasant such as inclement weather, machine noise, or strong odors; occasional exposure to risks controlled by safety precautions.
- ☐ **Hazardous** - Infrequent or moderate exposure to risks or discomforts that are partially controlled by special safety precautions, e.g., working around machines with moving parts, with contagious diseases or irritant chemicals.
- ☐ **Significant Risk** - Continuous high risks with exposure to potentially dangerous situations requiring a range of safety or other precautions, e.g., working at great heights, under extreme conditions, subject to possible physical attack, working around high voltage.

XII - PHYSICAL FACTORS

Please identify each appropriate **physical activity** required in the performance of your job and indicate the relative frequency code (see below) for each activity. Also indicate from Section III the number(s) of the Duties (i.e., #3, #6) that are related to these physical factors. Please leave line blank if physical activity is not applicable.

Frequency Codes:

I = Infrequent (less than 10%)

S = Seldom, Minimal (10% - 25%)

M = Moderate, Average (25% - 50%)

A = Almost Always (more than 50%)

Condition	Relative Frequency				Duties
	I	S	M	A	
Heavy lifting, 45 lbs. & over					
Moderate lifting, 15-45 lbs.					
Light lifting, under 15 lbs.					
Heavy carrying, 45 lbs. & over					
Moderate carrying, 15-45 lbs.					
Light carrying, under 15 lbs.					
Pulling					
Pushing					
Reaching					
Use of fingers					
Both hands required					
Walking					
Standing					
Sitting					
Crawling					
Kneeling					
Repeated bending					
Climbing					
Operating of motorized equipment					
Ability to discharge firearms					
Speech					
Visual requirements					
★ Near vision, i.e., 20 inches or less					
★ Mid-range, i.e., more than 20 inches and less than 20 feet.					
★ Distance, i.e., 20 feet or more					
★ Color, i.e., ability to identify and distinguish colors					
★ Depth Perception					
Repetitive motions					
Hearing requirements					
Special factors not listed:					

Check the box that best describes the overall amount of physical effort typically required by your job:

- ☐ **Standard** - Normally seated, standing or walking at will; normal physical ability to do some bending and light carrying.
- ☐ **Restricted/Mobile** - Confined to immediate work area; can only leave work station during assigned breaks.
- ☐ **Exertive** - Extensive walking, recurring bending, crouching, stooping, stretching, reaching or similar activities; recurring lifting of light or moderately heavy items.
- ☐ **Strenuous** - Considerable and rapid physical exertion or demands on the body such as frequent climbing of tall ladders, continuous lifting of heavy objects, crouching or crawling in restricted areas; exertion requires highly intense muscular action leading to substantial muscular exhaustion.

XIII - MISCELLANEOUS COMMENTS

Please provide any Miscellaneous Comments that may help clarify the duties and responsibilities of your position. Please include any specific issues associated with your job duties that you do not feel were adequately captured on this form.

[illegible]

XIV – ORGANIZATION CHART

Please attach an organization chart(s) for your work unit or division.

Please sign and date the completed questionnaire, make a copy for your files, and forward to your immediate supervisor.

Employee Signature: _____

Date: _____

Type or Print Name: _____

(This page is available as a separate online template)

IMMEDIATE SUPERVISOR REVIEW

Did the employee describe the duties and responsibilities of the position **accurately and fully**? Are there duties missing? Are there any duties listed that are not requirements of this position? Please comment. ***Do not make comments regarding employee performance.***

Signature: _____ Date: _____

Type or Print Name: _____

Classification Title: _____

MANAGEMENT REVIEW

Do the preceding descriptions and comments by the employee and immediate supervisor(s) describe the position **accurately and fully**? Please comment.

Signature: _____ Date: _____

Type or Print Name: _____

Classification Title: _____

Appendix C Sample Report



Classification & Compensation Report - Management

East Bay Regional Park District

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SECTION I PROJECT OVERVIEW

Ralph Andersen & Associates was retained by the East Bay Regional Park District to conduct a Classification and Compensation Study involving the Park District's Management job classifications. This report presents the results of the study (job descriptions are provided separately). This report contains the following sections:

- Section I – Project Overview
- Section II – Classification Study Results
- Section III – Compensation Methodologies
- Section IV – Compensation Survey Findings
- Section V – Recommendations
- Appendices – Detailed market survey data.

The methodologies described in this report are similar to those used for any public or private employer, with a customized approach to fit the location and nature of services of the East Bay Regional Park District.

EFFECTIVE CLASSIFICATION & COMPENSATION PLANS

The Park District's classification and compensation plans are one of the most important elements in its human resources system. Combining a sound compensation system with an effective classification system contributes to the overall effectiveness of an organization. In broad terms, the Park District's classification and compensation plans should:

- Ensure that the Park District can attract and retain well-qualified employees by anchoring the compensation plan to the salary and benefit practices of comparable employers
- Provide a defensible and rational basis for compensating employees
- Allow flexibility and adaptability for making Park District compensation decisions based on changing market conditions
- Recognize the Park District's responsibility as a public agency in establishing a compensation plan and compensation policy that is consistent with public practices.

Policy decisions resulting from the compensation study will ultimately balance the above goals with the Park District's ability to pay and other budget priorities.

STUDY OBJECTIVES

Based on the identified needs of the Park District, this study was designed to achieve the following objectives:

- Update the Park District's classification plan based on current employee job duties
- Select comparable employers to facilitate a custom market survey
- Collect and analyze salary and benefit data to understand market compensation trends
- Analyze the market data and document comparisons with the Park District's compensation plan
- Conduct an analysis of internal salary relationships including vertical (compaction) and horizontal pay relationships among similar job classifications
- Develop compensation recommendations based on the survey results and internal analysis.

The primary objective of the compensation survey and subsequent analysis is to identify compensation trends in the labor market and recommend adjustments to the Park District's salary ranges to best fit those trends.

SAMPLE

SECTION II

CLASSIFICATION STUDY RESULTS

A classification plan contains relevant job information and provides the basis for allocating positions and establishing salary ranges. The primary objective of the classification study involved the assessment of the Park District's job classification titles to ensure they were descriptive of current duties and consistent with industry titling standards. The analysis also reviewed each classification series to ensure class levels matched the organization structure and the manner in which duties are allocated to positions. Analyzing the classification system requires a detailed review of each position through the following tasks:

- Each employee completed a Job Analysis Questionnaire which provided the consultants with updated job information.
- Employees were interviewed to further understand their job duties and to provide the consultants with any specific concerns or issues.
- Job documentation was reviewed both in historical context and in the context of modern trends within public agencies.
- Employees, supervisors, and managers reviewed the draft recommendations and provided further input before final job title and descriptions were developed.

In assessing the Park District's management classification plan, sound principles of job analysis were used. The method of job analysis applied was the "whole job" analysis method, which identifies classes that reflect distinct differences in levels and types of work performed as determined through the application of relevant job analysis criteria. The criteria applied included expertise, decision-making, independence, resources responsibility, contacts, and working conditions.

Recognizing that most of the Park District's management classification utilize job classification titles that are descriptive of the division, department, unit, and section managed, combined with the fact that most job classifications are single position classifications, few classification issues will likely exist.

MASTER LIST OF CLASS TITLES

The classification plan developed for the Park District's Management group covers a total of 63 job classifications. These classes have been identified based on an analysis of the specific duties, responsibilities, knowledge, skills, and abilities assumed by current employees. The plan also incorporates changes based on extensive feedback from employees, supervisors, and managers during the employee review process. The following table summarizes the list of job classifications including current and recommended job titles. The classes are organized by Division. Changes compared to the current class plan are highlighted in green.

Master List of Job Classification Titles	
Current Class Title	Recommended Class Title
Executive & Legislative	
General Manager	General Manager
Deputy General Manager	Deputy General Manager
Clerk of the Board	Clerk of the Board
New Class	Chief of Government & Legislative Affairs
Government Relations and Legislative Affairs Manager	Inactivate

Master List of Job Classification Titles	
Current Class Title	Recommended Class Title
Administrative Support Manager	Administrative Support Manager
New Class	Legislative Policy Management Analyst
Management Analyst	Management Analyst
Chief Human Resources Officer	Chief Human Resources Officer
Human Resources Analyst, Principal	Human Resources Analyst, Principal
Benefits Manager	Benefits Manager
New Class	Learning and Development Manager
Human Resources Analyst, Senior	Senior Human Resource Analyst
Human Resources Analyst II	
Human Resources Analyst I	Human Resource Analyst
Acquisition, Stewardship & Development	
AGM - Acquisition, Stewardship, and Development	AGM - Acquisition, Stewardship, and Development
Chief, Design and Construction	Chief of Design and Construction
Chief, Land Acquisition	Chief of Land Acquisition
Chief, Planning & GIS	Chief of Planning, Trails and GIS
Chief, Stewardship	Chief of Stewardship
Capital Program Manager	Capital Program Manager
Construction Manager	Survey & Construction Inspection Manager
Design Manager	Design Manager
Environmental Services Manager	Ecological Services Manager
Environmental Program Manager	Restoration Projects Manager
Fisheries Program Manager	Fisheries Program Manager
Trails Development Program Manager	Trails Program Manager
Wildland Vegetation Program Manager	Wildland Vegetation Program Manager
Wildlife Program Manager	Wildlife Program Manager
Management Analyst	Management Analyst
Finance & Management Services	
AGM - Finance and Management Services/CFO	AGM - Finance and Management Services/CFO
Assistant Finance Officer	Assistant Finance Officer
Chief Information Officer	Chief Information Officer
Facilities Manager	Facilities Manager
Accounting Manager	Accounting Manager
Audit Manager	Audit Manager
Budget Manager	Budget Manager
Clerk of the Board	Clerk of the Board
Grants Manager	Grants Manager
Information Services Network Manager	Information Services Systems Manager

Master List of Job Classification Titles	
Current Class Title	Recommended Class Title
Public Affairs	
AGM - Public Affairs	AGM - Public Affairs/Executive Dir of the Regional Parks Foundation
Community Relations Manager	Community Relations Manager
Creative Design Manager	Creative Design Manager
Legal & Risk	
AGM - District Counsel	AGM – Legal and Risk/District Counsel
Assistant District Counsel II	Assistant District Counsel II
Assistant District Counsel I	Assistant District Counsel I
Risk Manager	Risk and Safety Manager
Operations	
AGM - Operations	AGM - Operations
Chief, Park Operations	Chief of Park Operations
Chief, Interpretive and Recreation Services	Chief of Interpretive and Recreation Services
Chief, Maintenance and Skilled Trades	Chief of Maintenance and Skilled Trades
Business Services Manager	Business Services Manager
Maintenance Superintendent	Maintenance Superintendent
Park Unit Manager	Park Unit Manager
Regional Interpretive and Recreation Services Manager	Regional Interpretive and Recreation Services Manager
Fleet Manager	Fleet Manager
Management Analyst	Management Analyst
Public Safety	
AGM - Public Safety	AGM - Public Safety/Chief of Police
Fire Chief	Fire Chief
Police Captain	Police Captain
Police Lieutenant	Police Lieutenant
Assistant Fire Chief	Assistant Fire Chief
Aquatics Manager	Aquatics Manager
Communications and Records Manager	Communications, Records and Property Manager
Regional Parks Foundation	
These job classifications are unique to the Park District and will not be found in the survey agencies.	
AGM - Public Affairs	AGM - Public Affairs/Executive Dir of the Regional Parks Foundation
New Class	Regional Parks Foundation Chief Administrative Officer
Foundation Program Manager	Inactivate
Development Officer	Development Officer
Management Analyst	Foundation Finance Manager

SUMMARY OF CLASS CHANGES

The following provides a brief explanation of the changes in the Park District's classification plan for the Management employee group.

EXECUTIVE & LEGISLATIVE

Government Relations and Legislative Affairs Manager – Based on the reporting relationship, organizational role, and agency-wide nature of the function, it is recommended that this class be upgraded to the classification of Chief of Government & Legislative Affairs.

Management Analyst (1 position) – It is recommended that a new classification of Legislative Policy Management Analyst be created to better recognize the role, expertise, and specialized nature of duties.

HUMAN RESOURCES

Resources Analyst, Senior (1 position) – Recognizing the need to establish a position with responsibility for talent development, it is recommended that a new class of Learning & Development Manager be created with one Senior Human Resources Analyst being allocated into the classification.

Human Resources Analyst II – Our analysis of the job duties of this classification indicates that the level of duties are comparable to Senior level positions within the industry and the Park District. It is recommended that the Human Resources Analyst II be reclassified to Senior Human Resources Analyst. This reclassification recognizes that positions in this class perform lead duties and perform the more complex and sensitive projects within the Human Resources Analyst series.

Human Resources Analyst I – The Park District utilizes this classification as a journey level classification. Therefore, it is recommended that the class be retitled to Human Resources Analyst.

ACQUISITION, STEWARDSHIP & DEVELOPMENT

Chief, Planning & GIS – A minor title change to Chief of Planning, Trails and GIS is recommended.

Construction Manager – To better reflect the functions and role, it is recommended that this class be retitled to the classification of Survey & Construction Inspection Manager.

Environmental Services Manager – A minor title change to Ecological Services Manager is recommended to better reflect the programs, services, and duties performed.

Environmental Program Manager – To better reflect the reporting structure as well as functions and role, it is recommended that this class be retitled to the classification of Restoration Projects Manager.

Trails Development Program Manager – It is recommended that this title change to Trails Program Manager to better reflect the reporting structure as well as functions and role of positions in the class.

FINANCE & MANAGEMENT SERVICES

Information Services Network Manager – A minor title change to Information Services Systems Manager is recommended to better reflect the nature of duties and role of the job classification.

PUBLIC AFFAIRS

AGM – Public Affairs – A minor title change to **AGM - Public Affairs/Executive Director of the Regional Parks Foundation** is recommended to recognize responsibility for the Regional Parks Foundation.

LEGAL & RISK

AGM - District Counsel – A minor title change to **AGM – Legal and Risk/District Counsel** is recommended to recognize responsibility for risk and safety programs.

Risk Manager – A change in title to **Risk and Safety Manager** is recommended to recognize the greater oversight and support of the Parks District's employee safety programs. Safety and additional duties have been added to the position to warrant a change in classification.

POLICE

AGM – Public Safety – A minor title change to **AGM - Public Safety/Chief of Police** is recommended to be more consistent with market titling practices.

Communications and Records Manager – A change in title to **Communications, Records and Property Manager** to better recognize oversight of communications, records, and property functions.

REGIONAL PARKS FOUNDATION

AGM – Public Affairs – A minor title change to **AGM - Public Affairs/Executive Director of the Regional Parks Foundation** is recommended to recognize responsibility for the Regional Parks Foundation.

Regional Parks Foundation Chief Administrative Officer – This new classification has been created to recognize the expansion of duties and role including higher level of management oversight and increased fundraising role.

Management Analyst (1 position) – Recognizing the autonomy, role, and nature of foundation duties, it is recommended that a position currently in the class of Management Analyst be reclassified to the classification of **Foundation Finance Manager**.

SECTION III

COMPENSATION METHODOLOGIES

This section provides an overview of the methodologies that have been used to conduct the compensation analyses and develop specific recommendations. Specific methods and systems presented include:

- Why Market Surveys?
- Labor Market Survey Agencies
- Labor Market Position
- Market Data Collection Process
- Point of Comparison.

All methodologies used by *Ralph Andersen & Associates* are consistent with established professional standards of compensation.

WHY MARKET SURVEYS?

Compensation surveys are an effective tool for compensation professionals to utilize in assessing an employer's competitiveness with market practices. Survey data is necessary because labor markets are constantly changing in response to the availability of skills/experience and fluctuations in economic conditions. These changes can vary among regions and across industries and employer types. Thus, an effective survey will provide data that closely reflects market conditions that the employer is competing against. Survey data is important for the following reasons:

- Detailed data allows an employer to anticipate changing market conditions and understand what peer employers are doing with respect to compensation.
- Market data allows an employer to be deliberate in making compensation related decisions by reducing guesses or reliance on indexes that may not reflect real market conditions.
- Survey data can provide defensibility and transparency for employees and other stakeholders.

At a minimum, survey data can help an employer reduce undesired employee turnover and optimize the ability to hire employees when filling vacant positions. The use of labor market data is a common practice in both public and private employers.

LABOR MARKET SURVEY AGENCIES

One of the most important policy components of a compensation plan is a definition of the labor market within which the Park District must compete. There are typically five important criteria utilized in identifying those employers that comprise an agency's labor market. They are:

- **Historical Practices** — Over time, an employer will develop some level of continuity regarding labor market comparables for the purposes of conducting compensation surveys. There may be a strong history of surveying a specific set of employers, either by agreement or practice. In some instances, survey agencies can be more formally defined by policy documents or memorandums of understanding. Historical practices are an important consideration, but they were not a driving factor in selecting agencies for this compensation study.
- **Nature of Services Provided** — In order to ensure comparable job classifications are found when conducting a market survey, it is important to utilize employers that provide similar services to the East Bay Regional Park District. Employers who provide similar services are most likely to compete with one

another for employees and may have similar organizational and operational characteristics. This factor typically eliminates the use of private sector employers since few comparable job classifications exist within these types of employers. It may also be difficult to use enterprise districts due to their different funding and revenue generation capabilities.

- **Geographic Proximity** Geographic proximity of potential employers is one of the most important factors utilized in identifying an organization's labor market. This factor is particularly useful because it identifies those employers that directly compete with the Park District to recruit and retain personnel. If a sufficient number of comparable agencies exist within close proximity to the Park District, the defined geographic area may be confined to an area among surrounding cities or counties. If comparably sized or similar services do not exist within close proximity, a wider geographic region may be necessary.
- **Employer Size** — The more similar employers are in size and complexity, the greater the likelihood that comparable positions exist within both organizations. This factor is less important for job classifications where employer size makes little difference in the nature of duties and more important where employee or other resources are a defining characteristic of the job.
- **Economic Similarity** — While there are a number of economic factors that can be compared among agencies, the most important factor related to compensation is cost of living. In some regions, living costs can vary significantly and have an important impact on how potential candidates evaluate compensation. This factor can be important if labor market agencies are used beyond the local market, or there are significant differences in the cost of living.

Given the location of the Park District, the survey utilized agencies throughout the San Francisco Bay Area. The agencies surveyed included two park districts, seven counties, six cities, and one enterprise district for a total of 16 survey agencies. While the State of California and the federal government were considered, data from these agencies has little impact on the local labor market and few job classification comparables will be found.

Survey Agencies (16)
Midpeninsula Regional Open Space District
Livermore Area Recreation and Park District
City and County of San Francisco
Alameda County
Contra Costa County
Marin County
San Mateo County
Santa Clara County
Sonoma County
East Bay MUD
City of Oakland
City of Fremont
City of Berkeley
City of Hayward
City of Pleasanton
City of San Jose

These agencies were developed in consultation with Park District stakeholders, including the Board of Directors. The agencies are the same as those used for the AFSCME classification and compensation study.

LABOR MARKET POSITION

Since the survey agencies represent a balanced set of employers, the Park District should consider a market position near the labor market median (defined as the “middle” of the labor market or 50th percentile). Ensuring that Park District salary ranges are within 5% of the market median will generally place the Park District at a sufficiently competitive market position for recruitment and retention purposes.

The median statistic is preferable to the market mean (average) because it is not subject to skewing with market anomalies or outliers. Important elements to consider when deciding on a market position include the following:

- The Park District’s ability to pay
- Priority of compensation versus other expenditures
- Recruitment and retention/turnover issues (or the absence of this)
- Comparability of the survey agencies (size, cost of living differences, etc.)
- The mix of salary and benefits in providing a total compensation package for employees.

Recognizing the above, the market median has been used to report all survey findings and salary range recommendations have been developed to adjust the Management compensation plan to within 5% of the market median.

MARKET DATA COLLECTION PROCESS

To ensure reliability and completeness, survey data was collected according to a structured methodology. In conducting the compensation survey, the following specific steps were taken:

- Survey employers were contacted to confirm participation and to request background information including current salary schedules, job descriptions, benefit information, position control documents, and organizational charts
- Source documents were analyzed for each survey agency in order to determine comparability issues and obtain salary/benefit data
- Follow-up reviews were conducted by e-mail and telephone to verify and clarify the data to ensure accuracy and comparability.

Throughout the data collection process, careful efforts were made to document the full range of duties and requirements of all job classifications as compared to the Park District’s corresponding survey job classifications.

When conducting labor market surveys, one of the most important objectives is to ensure that the labor market data is sufficiently comparable to Park District job classifications while also serving as a strong indicator of market trends. Since the purpose of the labor market analysis is to identify general wage trends with other agencies, broad comparability guidelines are used when collecting data. If the comparability guidelines are too narrow, then insufficient data will be found.

Common comparability criteria typically includes similar core functional duties, education/skill requirements, level of duties, and scope of supervisory and management duties. It is not as critical for all job duties to be the same or for the number of employees in those job classifications to be the same. For management job classifications, there will be some variability among the survey agencies with respect to number of subordinate staff, reporting relationships, functional units managed, and similar criteria. On balance, the survey data provides an accurate picture of market trends, with some job matches being higher relative to the Park District job classification and some being lower. This variance is normal when conducting surveys for management job classifications. Overall, the market comparabilities are intended to provide a balanced indication of market trends (higher, lower, same).

The survey data contains job matches that are sufficiently comparable based on the professional judgment of *Ralph Andersen & Associates*. Wherever possible, job matches are supported by documentation received from the survey agencies. While job descriptions served as a starting point for all comparability analysis, they were not the sole source of information used to establish job matches. Job descriptions can be unreliable (particularly if they are not up to date), not every agency has the same level of detail in their job descriptions, and many agencies may not have the same philosophy in establishing minimum qualifications.

The term “No Comparable Class” has been used to indicate instances where: 1) the job classification does not exist within the survey agency, 2) the level of responsibilities/duties are not sufficiently comparable, or 3) the comparable job duties are spread among several job classifications, none of which are an adequate job match to the survey job classification.

SURVEY JOB CLASSIFICATIONS

The compensation survey was initiated by surveying 47 of the 63 Management job classifications. In this initial selection of survey job classifications, duplicative “I” and “senior” level job classifications were left out of the survey. This is because these job classifications have a direct internal tie to their “II” (or non-“senior”) level and not all agencies will have these multiple class levels. By focusing on the journey level “II” and non-“senior” job classifications, the survey data will represent a larger number of employers. In addition, unique job classifications that would not be found in the 16 survey agencies were not included in the survey.

In addition, the Park District’s Sworn Fire job classifications (Fire Chief, Assistant Fire Chief) were not surveyed due to the unique operating characteristics of the Park District’s fire operations (wildland emphasis, 40 hour weekly schedule, and a different level of emergency medical services compared to municipal fire departments). Our assessment is that the Park District’s fire operations are so unique that no market data will be available for purposes of evaluating and benchmarking salaries. In the alternative, the Sworn Fire classifications have been aligned internally base on a comparative analysis of management job classifications. This is consistent with the Park District’s past practices.

Of the 47 survey job classifications, insufficient data was found for nine job classifications (sufficient data was found for over 80% of the survey job classifications). In order to accurately assess market trends, at least *six* job matches are required to conduct a reliable statistical analysis. Of the remaining 38 job classifications where sufficient data was available, some data may not be used in the salary range structure analysis due to excessive data variability, unbalanced samples, and related considerations. The use and application of the survey market data is explained in Section IV of this report.

POINT OF COMPARISON – MANAGEMENT RANGE STRUCTURE

When comparing Park District salaries with market agencies, it is important to establish a consistent point of comparison. Since the survey agencies used in the market study utilize a variety of pay range structures, a critical review was needed to find the best salary range reference point. In all market instances, the range maximum has been used as the primary comparison point. This essentially serves as the range control point since employees will progress through the salary range to the range maximum over a relatively short period of time. Salary range comparisons should not include additional performance-based portions of the pay range, merit steps, or longevity payments. Longevity has been included in the benefits analysis but performance and merit pay has not since progression to these levels is limited to few employees and requires individual performance assessment.

The Park District's management job classifications are currently assigned to one of nine steps, Steps A through I as shown below. The range structure provides five annual 5% step increases over five years with three additional merit steps that are available based on further time and performance in the position. The merit steps are rarely used (only 10% of current management employees occupy these steps with no employees at Step I). Consistent with the AFSCME study, we have used Step F which represents maximum progression for 90% of management employees. It should be noted that many of the survey agencies utilize five step range structures. It would not be appropriate to compare rarely used steps with range maximums in the labor market that are occupied by a majority of the employees within each survey agency.

Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	MERIT	MERIT	MERIT

SECTION IV

COMPENSATION FINDINGS

This section of the report documents the key findings and observations resulting from the consultant's compensation survey and data analyses. The focus of the compensation analysis is to identify significant differences in the pay practices of the Park District as compared to the survey agencies.

SALARY RANGE STRUCTURE ANALYSIS

In order to conduct an "apples-to-apples" salary range comparison, it is important that the appropriate Park District range step is compared with the most comparable step in each of the survey agencies. To establish the proper comparison point, the consultants conducted a detailed analysis of the Park District's management salary range structure as well as the management ranges structures used in the 16 survey agencies. Our analysis resulted in the following conclusions:

- The Park District's salary range structure combines five annual progression steps based on completion of service with three merit steps (progression to these merit steps is not tied to specific, consistently applied longevity or performance criteria).
- The Park District's salary range structure has nine steps with 5% increments (Step A to Step I) with a total range spread of 48% compared to the average market range spread of 28% (minimum to maximum step).
- Most of the market survey agencies use a pay structure with fewer than nine steps (or an open pay range with no steps). None of the agencies have merit steps structured like the Park District salary range.
- Of the 70 management positions studied, 90% of the employees occupy steps A through F of the management salary ranges with the greatest number of employees at Step F.

Based on our review of the Park District's current management range structures and those used in competing survey agencies, it is recommended that the Park District use Step F for market comparisons. Furthermore, the following salary range structure changes are recommended to better align with market practices:

- Narrow the survey range by dropping Step A and Step I from the current salary table. Very few employees occupy these range steps (none are at Step I) and the Park District's recruitment practices indicate that Step A is not competitive when hiring/placing new management employees.
- Relabel Steps B through H to a new structure of Steps A through F. The result of this change is a seven-step salary range structure with a 34% range spread. This structure better aligns with market practices while still providing a broad salary range for employee range progression.
- Maintain an annual step progression in the new salary range from Steps A to F with one remaining merit step (Step G) used on a discretionary basis based on performance assessments.

The following provides a graphic example of the recommended range structure compared to the current range structure.

Current Range Structure (5% between steps)

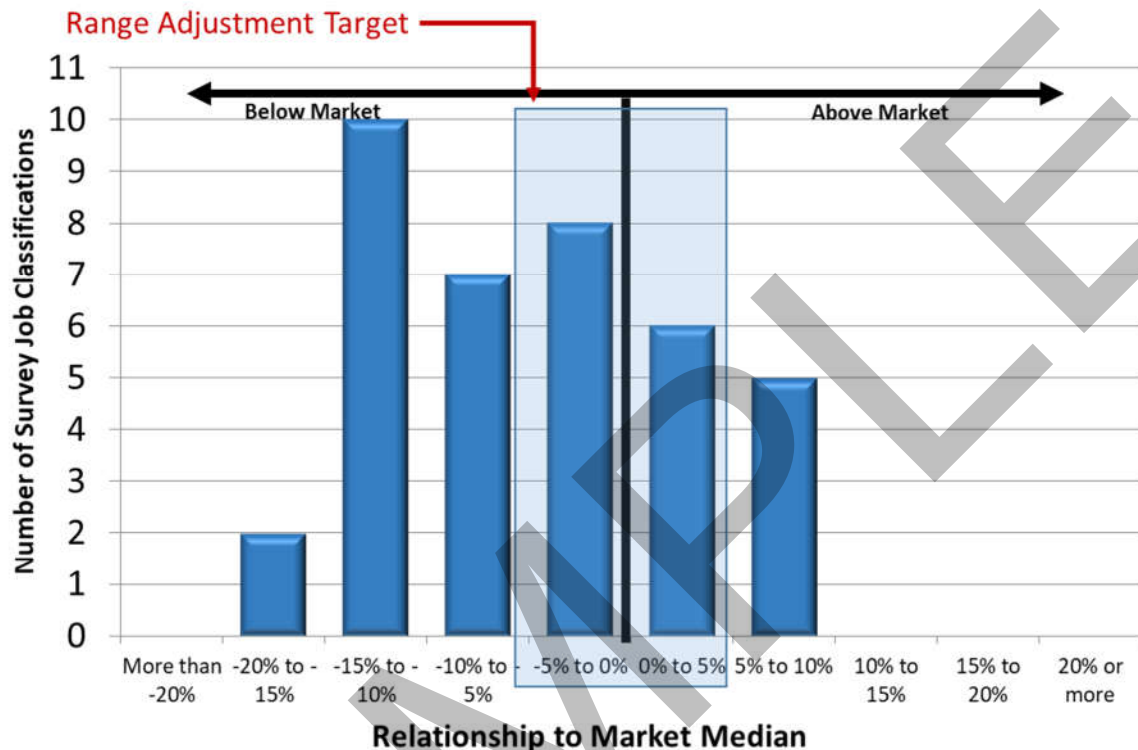
Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	MERIT	MERIT	MERIT

Recommended Range Structure (5% between steps)

Step A	Step B	Step C	Step D	Step E	Step F	Step G
START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	MERIT

BASE SALARY SURVEY RESULTS

As a starting point, the consultants analyzed base salary ranges (excluding benefits) between the Park District and the survey agencies. Survey agency data is captured by referencing the statistical median of the survey sample in order to identify market trends. A summary of the salary survey is shown in the following graph for 38 survey job classifications using Step F of the current Management salary ranges.



Objective – Adjust Park District salary ranges to be within 5% of Median (blue shaded region)

As indicated in the graph, a majority of the survey job classifications are below market median. As indicated previously, the survey data reflects a comparison of Step F in the current management salary ranges, as compared with comparable range maximums in the labor market (not including longevity, merit, or performance based pay).

As shown in the graph:

- 2 job classifications are more than 15% below median
- 10 job classifications are between 10% and 15% below median
- 7 job classifications are between 5% and 10% below median
- 14 job classifications (two bars) are within 5% of median
- 5 job classifications are 5% to 10% above median
- No job classifications are more than 10% above median.

The survey data indicates that half of the survey jobs are more than 5% below the market median. It is important to note, **the base salary survey results do not recognize the value of merit steps in the current salary range.**

Merit steps are not readily occupied by current employees. Our analysis assumes the Park District will restructure the management salary range per the recommendations in the previous section. An additional step in salary range progression for the Management group will remedy the average 4.9% market deviation found in the survey.

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On average, the Park District's salary ranges are at the middle of the labor market (38th percentile on average). The following table provides a detailed summary of the market survey for 38 job classifications **where sufficient comparable data was found (at least six job matches)**.

Class Title	Current Step F	# of Obs.	Market Median	% +/- Median	Percentile
Accounting Manager	11,067	10	11,984	-8.3%	27
Administrative Support Manager	11,067	10	11,457	-3.5%	39
AGM, District Counsel	20,400	15	22,815	-11.8%	37
AGM, Finance & Mgmt Services/CFO	18,547	15	19,353	-4.3%	21
AGM, Operations	20,400	13	18,923	7.2%	80
AGM, Plan/Stew/Des/Con	18,547	15	18,320	1.2%	56
AGM, Public Safety	20,400	13	21,892	-7.3%	29
Assistant District Counsel II	16,851	15	18,113	-7.5%	38
Assistant Finance Officer	14,019	13	16,588	-18.3%	25
Audit Manager	11,067	10	12,466	-12.6%	26
Budget Manager	11,067	12	12,015	-8.6%	29
Business Services Manager	12,749	9	13,179	-3.4%	33
Chief Information Officer	14,019	12	14,359	-2.4%	43
Chief, Design & Construction	14,019	14	15,997	-14.1%	24
Chief, Human Resources Officer	16,851	15	18,320	-8.7%	34
Chief, Interpretive & Recreation Services	14,019	7	15,422	-10.0%	19
Chief, Land Acquisition	14,019	10	13,784	1.7%	70
Chief, Maintenance & Skilled Trades	14,019	12	15,636	-11.5%	19
Chief, Park Operations	15,441	11	15,422	0.1%	51
Chief, Planning	14,019	15	15,326	-9.3%	23
Chief, Stewardship	14,019	6	15,636	-11.5%	12
Communications and Records Manager	11,591	12	11,506	0.7%	52
Community Relations Manager	11,067	12	11,435	-3.3%	40
Construction Manager	11,591	8	12,433	-7.3%	32
Deputy General Manager	23,572	14	21,659	8.1%	73
Environmental Services Manager	11,591	11	12,798	-10.4%	3
Fleet Manager	11,591	12	11,588	0.0%	50
General Manager	27,290	15	25,913	5.0%	59
Government Affairs Manager	11,591	6	12,908	-11.4%	0
Human Resources Analyst I	8,249	16	9,159	-11.0%	16
Information Services Network Manager	11,067	12	12,328	-11.4%	10
Maintenance Superintendent	12,749	13	11,937	6.4%	85
Management Analyst	10,542	15	10,379	1.5%	71
Park Unit Manager	12,749	12	11,713	8.1%	75
Police Captain	16,851	13	16,858	0.0%	50
Police Lieutenant	14,019	13	14,030	-0.1%	50
Risk Manager	11,067	11	12,747	-15.2%	16
Wildlife Program Manager	11,067	6	11,340	-2.5%	37
Average		10		-4.9%	38

The summary table above contains the following information:

- The job classification title surveyed
- The Park District's current monthly salary at range Step F
- The number of observations (matches), not including Park District data
- The market median using monthly maximum salaries in the labor market
- The percentage relationship of the median to the Park District's current salary range (Step F)
- The percentile rank of each survey job (0 is lowest, 100 is highest, calculated using Excel).

Detailed survey data is provided in Appendix A of this report.

TOTAL COMPENSATION ANALYSIS (BENEFITS)

The purpose of the labor market total compensation analysis is to determine whether the Park District's benefits improve or worsen the Park District's market position. This is determined by analyzing the market relationship of base salary comparisons and then adding benefit categories to determine changes in market position. Because this analysis utilizes 16 agencies and eight benefit categories, **it is important to utilize the best sample of data to determine market trends (data with at least 10 survey job matches)**. This provides a sample of 32 job classifications to analyze the impact of benefits in the Park District's market position.

The total compensation survey included common benefits available to all employees and focused on the employer cost of these benefits. The benefits utilized as part of the total compensation analysis included:

- Cash benefits paid by the employer
 - Longevity pay (pay for years of experience beyond the normal salary range progression)
 - Deferred compensation (employer paid contributions including matching contributions)
 - Employer paid member contributions (EPMC); it should be noted that while this used to be a common benefit, it is far less common due to the Public Employees' Pension Reform Act (PEPRA) which took effect in January 2013.
- Insurance benefits paid by the employer
 - Medical, the maximum EE+2 (family) contribution made by the employer excluding rarely used plans
 - Dental, the maximum EE+2 (family) contribution made by the employer
 - Vision, the maximum premium contribution or annual reimbursement for vision benefits.
- Retirement
 - Employer retirement contributions for "classic" employees (the pension tier in effect December 2012)
 - Employee contributions toward the employer rate for the "classic" tier (the pension tier in effect December 2012).

Using the above categories, the total compensation analysis started with a macro-level analysis to determine if the Park District's benefits had a significant impact on its labor market position. This analysis is conducted by utilizing four snapshots of data: 1) base salary, 2) base salary plus cash benefits, 3) base salary plus cash benefits plus insurance benefits, and 4) base salary plus cash benefits plus insurance benefits plus retirement benefits. The results of this analysis are the following:

- **In the sample of 32 job classifications (survey jobs with at least 10 matches)**, the average labor market position when base salary is compared is 4.4% below median. For purposes of the total compensation analysis, it is not important what this number is as much as how this relative market position shifts as benefits are introduced into the analysis. Base salary comparisons utilize current Step F. Merit steps G, H and I are not included in the total compensation analysis since they are performance based.

- When cash benefits are cumulatively added to base salary, the Park District's market position shifts to 6.6% below market median (a slight 2.2% loss). This is due to:
 - Several survey agencies provide an employer paid deferred compensation contribution
 - Several survey agencies provide a longevity pay benefit
 - A few agencies pay all or a portion of the employee's retirement contribution (EPMC).
- When insurance benefits are cumulatively added to base salary and cash benefits, the Park District's market position shifts to 5.2% below market median (a 1.4% gain). This is a result of slightly stronger insurance benefits. On average, the Park District's maximum insurance contribution is \$83 more per month than the market median. It should be noted that the analysis of insurance benefits did not consider qualitative differences in deductibles, co-pays, or other employee costs. Generally, differences in employer contributions will either reflect differences in these qualitative factors, or more commonly, differences in the employee's share of total premium costs.
- When retirement benefits are added to the cumulative total of base salary, cash benefits, and insurance benefits, the Park District's market position shifts to 7.3% below market median (a loss of 2.1%). This reflects the slightly lower retirement contribution costs for the Park District, however, this does not typically reflect significant differences in the employee's retirement formula. The difference may be due to demographic differences or differences in the unfunded accrued actuarial liability of the "classic" retirement tier.

Overall, the Park District loses 2.9% in market position when all benefit categories are considered compared to base salary. **This is an insignificant change and indicates that the Park District's benefits are consistent with the labor market.** As a result, establishing salary ranges does not require total compensation figures nor does it require an adjustment in labor market position. If the Park District had a significant gain or loss in market position due to benefits, this would be factored into the recommendations contained in Section IV. The results of this analysis can change over time, thus the fact that no adjustment due to benefits is required at this time does not mean it should not be a consideration in future surveys.

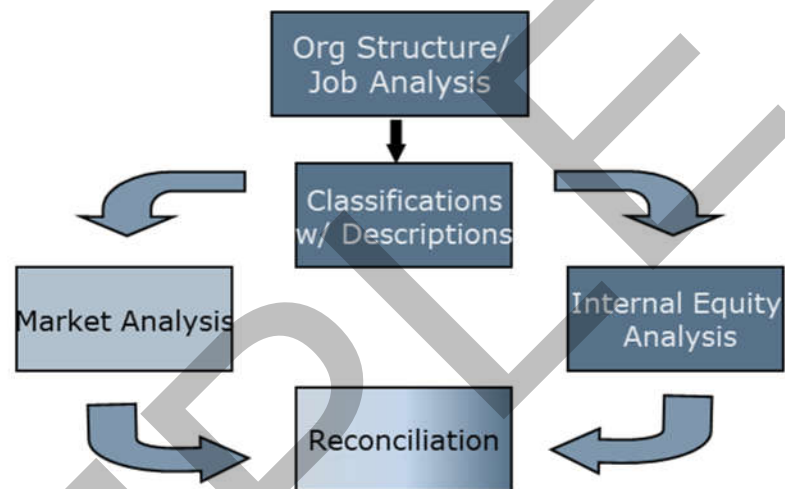
Detailed total compensation data sheets are provided in Appendix B for the 32 job classifications used in the total compensation analysis.

Note: The compensation survey represents data collected in December 2019 and does NOT include increases for the 2020-21 fiscal year. Current Park District salary ranges listed do not include the recent April 2020 salary adjustment to ensure a consistent 2019-20 fiscal year comparison. The recent April 2020 salary adjustment equates to future 2020-21 increases in the labor market that will occur over the next few months (typically in July). The consultants conducted a review of July 2020 market changes and determined that the Park District's April 2020 salary range adjustment is consistent with changes that have occurred in the labor market since the December 2019 survey data was collected (management classes received a 2.5% increase in April 2020 compared to a market change of 2.0% on average as of July 2020).

SECTION V RECOMMENDATIONS

This section of the Compensation Report utilizes the results of the market survey along with internal salary analyses to determine appropriate changes (if any) to the Park District's Management compensation plan. As shown in the graphic below, compensation plans are developed using a balance of market data and internal relationships to best position the Park District in the market for recruitment and retention purposes while capturing the Park District's unique organization and classification structure.

For management job classifications, a greater emphasis is placed on the internal equity analysis. This is due to the fact that roles, responsibilities, autonomy, and resources managed may be unique within the Park District compared to outside agencies. Furthermore, the Park District has an organizational structure that is defined by its own operation and service structure. Historically, the Park District's management job classifications can be defined using the following levels:



- **General Manager** – This classification is the Chief Executive Officer and oversees the entire Park District and reports to the Board of Directors.
- **Deputy General Manager** – This management class is the Deputy Chief Executive Officer has broad oversight over multiple divisions, leads District-wide projects and initiatives across multiple disciplines, and reports to the General Manager.
- **Division, Assistant General Manager (AGM)** – Managers at this level are executive level managers reporting to either the Deputy General Manager or the General Manager and are responsible for a major organizational unit, typically a division with multiple departments.
- **Department, Chief** – Job classes at this level are senior level managers responsible for managing a department, often with multiple units, sections and programs. Managers at this level typically report to an Assistant General Manager and utilize the term “Chief” in their job title.
- **Work Unit, Manager** – Positions at this level are responsible for managing units and programs within a department and typically report to a Division Chief. These positions often have subordinate supervisors and are responsible for a section or group.
- **Program Manager** – This level recognizes positions that are responsible for overseeing a program area that may have few if any subordinate staff.

For the Park District's sworn police and fire classifications, more traditional industry titles are used such as Fire Chief, Police Captain, Police Lieutenant, and Assistant Fire Chief. There may also be other industry title exceptions such as Clerk of the Board and Regional Parks Foundation Chief Administrative Officer. Finally, the Park District's management group includes several “analyst” job classifications with multiple levels.

For classification and compensation purposes, it is important to emphasize that the levels described above are organizationally determined. It is not within the scope of a classification and compensation study to change the organizational structure of positions (reporting relationships, groupings of departments and units, staffing levels,

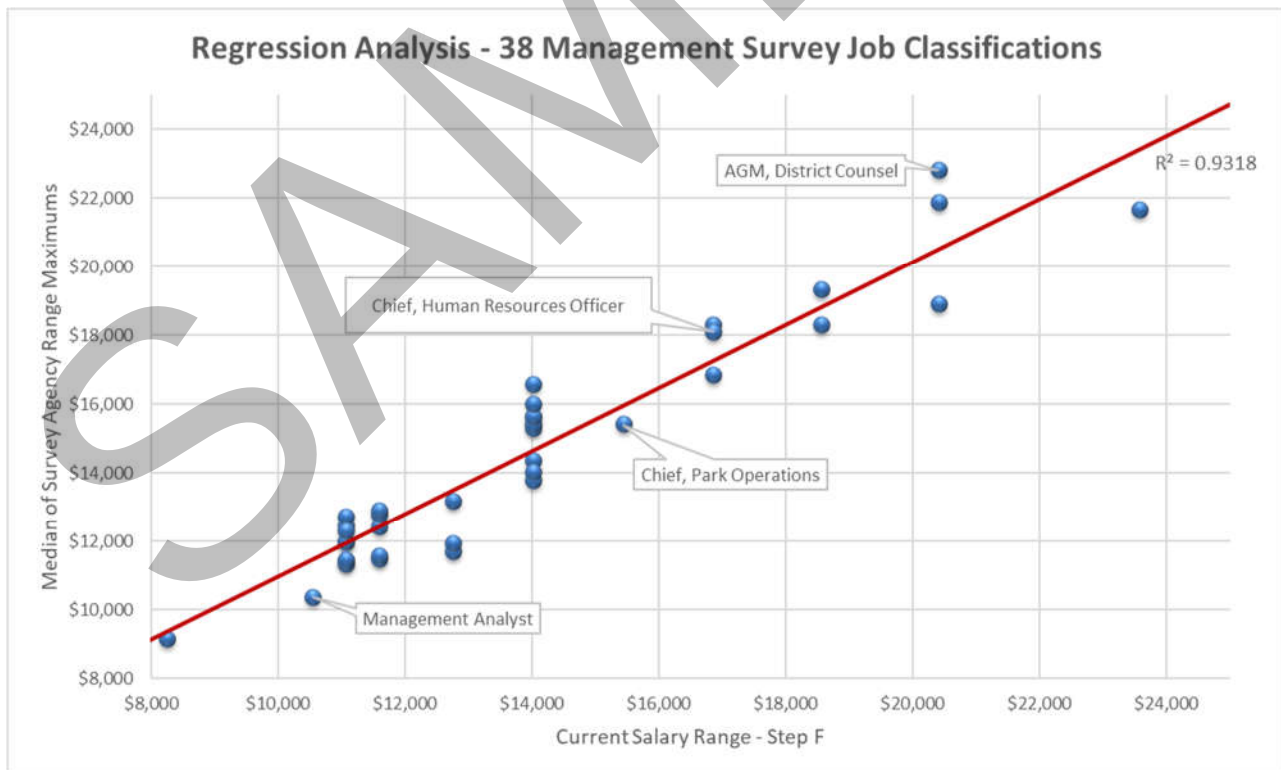
etc.). Thus, our study takes the current organization structure (and the corresponding job classification titles) as a given, as long as the job classification titles are used consistently. The Park District's current management job classifications appear to consistently reflect the organizational role, responsibility, and reporting relationships of the positions studied.

REGRESSION ANALYSIS

When a compensation plan is primarily driven by internal equity, one of the best ways to analyze the impact of market data is to conduct a regression analysis of the data. The following chart provides the results of the regression analysis. The chart contains the following elements:

- Plot points (blue dots) that represent a single survey job classification with the horizontal X-Axis based on the current Park District salary range (Step F) and the vertical Y-Axis using the survey median of comparable job classifications (range maximum for each agency). Four plot points are shown with labels to show a sampling of the job classification titles associated with the plot points.
- A trend line (red line) using linear regression which models the relationship between current salary ranges and market salary ranges.
- The R-squared (R^2) which reflects the "goodness-of-fit" or the percentage of variance of current salary ranges compared to market salary ranges.

A high R^2 indicates strong overall consistency with market practices in terms of job class to job class relationships. Said differently, the fact that R^2 is 0.93 (rounded) means that the salary hierarchy used by the Park District is in alignment with (strong correlation) the salary range hierarchies used for comparable management job classifications in the survey agencies.



If R^2 is low, this would indicate that the Park District's salary range hierarchy requires adjustment (such as a manager currently placed in range MG04 requiring an adjustment to MG03 or MG05, depending on survey

results). However, with a an R^2 greater than 0.93, our analysis concludes that there are not any significant equity issues within the Park District's management salary plan.

As shown in the above chart, of the 38 job classifications in the regression analysis, in 20 instances the market median salary range is lower than the regression line and in 18 instances the median market salary range is above the regression line. The regression line does not reflect the distribution of survey job classifications above or below median. Instead, it reflects the relative salary relationship (hierarchy) of Park District management job classifications to comparable management job classifications in the survey agencies. The regression analysis provides a measure of hierarchical consistency with the market.

MANAGEMENT SALARY RANGE ANALYSIS

As indicated in prior sections of this report, the Park District's salary ranges are below market on average with half of the survey jobs being more than 5% below the market median. Furthermore, as shown in the regression analysis, the overall salary range hierarchy of management jobs is consistent with the hierarchy of comparable jobs in the survey agencies. Since each agency will have an organization and management structure that best suits their operational objectives, it is helpful to review the Park District's Management salary range hierarchy. There are 12 salary ranges (MG00 to MG11) as shown in the following table.

Management Range Number	% Above Next Lower Range	Description of Job Classifications in Range
MG11	16%	General Manager
MG10	16%	Deputy General Manager
MG09	10%	AGM – Tier 1 divisions with significant impact on Park District operations and responsibility for significant resources
MG08	10%	AGM – Tier 2 divisions with less relative impact and responsibility for fewer resources
MG07	9%	AGM – Tier 3 divisions that have the least overall impact on Park District operations and fewer resource responsibilities Department Chiefs and second level managers with broad impact on the organization and/or significant resource responsibility. Highly compensated professionals such as Assistant District Counsel II
MG06	10%	Department Chiefs with responsibility for a major Park District department with significant resources managed. Highly compensated professionals such as Assistant District Counsel I

Management Range Number	% Above Next Lower Range	Description of Job Classifications in Range
MG05	10%	Department Chiefs with responsibility for moderate resources and key program and service areas Assistant division managers for a major Park District function
MG04	10%	Subordinate managers below Department Chief with responsibility for major functions and services with broad Park District impact and/or responsibility for moderate level of resources
MG03	5%	Section/unit managers with responsibility for fewer resources and less prominent functions as compared to managers in MG04
MG02	5%	Program, project, and unit managers with narrower responsibilities and minimal resources managed as compared to MG03 managers Subject matter experts
MG01	28%	Advanced level professionals and more narrow section managers.
MG00		Lowest level professional job classifications with lower qualifications and responsibilities compared to professionals in MG01.

As indicated in the table, while range assignments typically reflect the organizational level combined with relative impact on Park District operations, resource responsibility, and required expertise, there are range levels with more overlap than others. It should also be noted that range placement is also driven by survey market data with management job classes demanding a higher market salary being placed relatively higher in the Management salary grades. Thus, placement into the current Management salary grades (MG00-MG11) balances market relationships with internal factors such as complexity, autonomy, impact of decisions, resources responsibility, and working relationships.

As indicated previously, the overall hierarchy of management job classifications compares well with the hierarchy of comparable job classifications in the labor market survey. However, as with most organizations, there will be salary grades where distinctions and differences in job classifications will be more difficult to quantify. Our analysis indicates that the roles and responsibilities of management job classifications assigned to ranges MG02 to MG04 will be less differentiated compared to higher salary ranges. As with most organizations, assignment to pay ranges will involve assessments of market data along with senior management and human resources input.

Our market and internal relationship analysis did not find any significant equity issues requiring changes in salary range assignments for management job classifications. Our analysis found two job classifications requiring attention with a change in the recommended salary range:

- **Risk & Safety Manager** - This class is responsible for Park District-wide risk and safety programs, under the direction of the AGM, District Counsel. Our analysis indicates that this classification should be moved

from current range MG02 to range MG03 which recognizes the relative placement found in the compensation survey (the job classification was more than 15% below market median) and the level and scope of responsibility across the Park District. Safety and other duties have been added to this position which significantly expands the scope and function of the job classification.

- **Human Resources Analyst** – This classification is the only job classification in range MG00, a salary range that is 28% below the Senior Human Resources Analyst job classification in range MG01. This salary range is also the only range that utilizes 2.5% differentials between Steps A through F, instead of the 5% differential used for all other Management salary ranges. In order to establish more consistency in the management salary ranges, it is recommended that the MG00 salary range be changed so that a 5% differential exists between Steps A and F. This change will result in a higher new Step F that is more aligned with the labor market.

Step A	Step B	Step C	Step D	Step E	Step F	Step G
7,292.13	7,656.74	8,039.58	8,441.56	8,863.64	9,306.82	9,772.16

The above changes are documented in Appendix C which contains all Management job classifications. Job classifications not included in Appendix C should be eliminated from the Park District's classification and compensation plan.

MANAGEMENT COMPENSATION PLAN - RECOMMENDATIONS

The following provides specific recommendations regarding the Park District's management compensation plan based on internal and external analyses:

- **Restructure Management Pay Ranges** - The Park District's salary range structure is not consistent with salary ranges of comparable job classifications in the labor market. As recommended previously in this report, the Park District should narrow the current salary range into a seven-step salary range structure by eliminating current steps A and I. Step progression will continue in 5% increments annually until the employee reaches Step F with Step A being equal to the current Step B and Step F being equal to the current Step G). The result of this change provides an additional 5% step increase for all employees (assuming satisfactory job performance requirements are met). In addition, a single merit step should remain (Step G) to provide salary progression opportunities based on performance factors.

Step A	Step B	Step C	Step D	Step E	Step F	Step G
START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	MERIT

- **Maintain MG00 to MG11 Salary Ranges** – The Park District's current range structure appears to be adequate in recognizing differences in roles and responsibilities, as primarily defined by the organization structure. Higher level ranges are reserved for executive and senior level management, lower level ranges are used for professional analyst level job classifications, and middle ranges recognize management level, job complexity, resource responsibility, working relationships, and impact on Park District services, operations, and support systems. The Park District salary range hierarchy generally reflects the comparable hierarchies found in the labor market as validated by the linear regression analysis.
- **Salary Range Adjustments** – As indicated previously, there are two management classifications that are being recommended for a salary range adjustment, Risk & Safety Manager and Human Resources Analyst.

The primary recommendation resulting from the compensation study is to restructure the salary range to a more narrow and more usable seven step salary range. This change will bridge market survey differences.

COMPACTION ANALYSIS

In addition to the market and internal analysis described in previous sections, the consultants also conducted a compaction analysis to determine if any management salary ranges are below a sufficient differential above subordinate job classifications in various employee groups including both represented and unrepresented employees. Our analysis considered subordinate job classifications compared to management job classifications regardless of the employee group. The results of our analysis are as follows:

- Four job classifications are currently below the ideal minimum differential of 15% (Chief, Interpretive & Recreation Services, Chief, Maintenance and Skilled Trades, Assistant Fire Chief, and Construction Manager).
- Assuming the Park District implements the range structure recommendations provided on page 14 of this report, there will not be a single instance where a management classification's salary range is less than 15% greater than the highest subordinate job classification. While a 15% minimum differential is ideal, there may be instances where a 10% differential is sufficient. An additional Merit step can also serve as an additional buffer to prevent salary compaction.
- For the Park District's sworn Police Management classifications (Police Captain, Police Lieutenant), a potential compaction issue exists depending on future salary and benefit changes for the Police Sergeant classification. The Police Sergeant is in a separate represented employee group (Police Association). Recognizing the fact that the Police Association salary increases are on a different fall contract cycle and considering the unique total compensation elements commonly provided to sworn police positions (POST and education incentives), the Park District should establish a policy where salary compaction is reviewed annually with appropriate salary range adjustment for the Police Captain and Police Lieutenant. Should compaction occur in the future, this may result in placing the Police Captain and Police Lieutenant on separate, unique pay ranges (separate from the current MG00 to MG11 pay ranges). Recognizing the equity relationship within Public Safety between these job classifications and Fire Chief and Assistant Fire Chief, equity relationships for all sworn public safety management job classifications should be maintained with any future salary placements.
- Since the Park District has a history of aligning annual Management salary range adjustments (including cost of living adjustments) with adjustments made to subordinate AFSCME job classifications, it is unlikely that salary compaction issues will occur for non-sworn and fire management job classifications.

In summary, current compaction issues can be easily remedied with the recommended changes to the Management salary ranges. However, the Park District will need to be attentive to potential future compaction issues that will likely occur in future years for sworn Police Management job classifications.

APPENDIX A BASE SALARY SURVEY DATASHEETS

SAMPLE

East Bay Regional Park District Labor Market Summary

Class Title	Current Step F	# of Obs.	Market Median	% +/- Median	Percentile
Accounting Manager	11,067	10	11,984	-8.3%	27
Administrative Support Manager	11,067	10	11,457	-3.5%	39
AGM, District Counsel	20,400	15	22,815	-11.8%	37
AGM, Finance & Management Svcs/CFO	18,547	15	19,353	-4.3%	21
AGM, Operations	20,400	13	18,923	7.2%	80
AGM, Plan/Stew/Des/Con	18,547	15	18,320	1.2%	56
AGM, Public Safety	20,400	13	21,892	-7.3%	29
Aquatic Manager	11,591	5	I.D.	--	--
Assistant District Counsel II	16,851	15	18,113	-7.5%	38
Assistant Finance Officer	14,019	13	16,588	-18.3%	25
Audit Manager	11,067	10	12,466	-12.6%	26
Budget Manager	11,067	12	12,015	-8.6%	29
Business Services Manager	12,749	9	13,179	-3.4%	33
Capital Program Manager	11,591	4	I.D.	--	--
Chief Information Officer	14,019	12	14,359	-2.4%	43
Chief, Design & Construction	14,019	14	15,997	-14.1%	24
Chief, Human Resources Officer	16,851	15	18,320	-8.7%	34
Chief, Interp & Rec Svcs	14,019	7	15,422	-10.0%	19
Chief, Land Acquisition	14,019	10	13,784	1.7%	70
Chief, Maint & Skilled Trades	14,019	12	15,636	-11.5%	19
Chief, Park Operations	15,441	11	15,422	0.1%	51
Chief, Planning	14,019	15	15,326	-9.3%	23
Chief, Stewardship	14,019	6	15,636	-11.5%	12
Clerk of the Board	11,067	5	I.D.	--	--
Communications and Records Mgr	11,591	12	11,506	0.7%	52
Community Relations Manager	11,067	12	11,435	-3.3%	40
Construction Manager	11,591	8	12,433	-7.3%	32
Deputy General Manager	23,572	14	21,659	8.1%	73
Environmental Program Manager	11,067	4	I.D.	--	--
Environmental Services Manager	11,591	11	12,798	-10.4%	3
Facilities Manager	11,591	3	I.D.	--	--
Fisheries Program Manager	11,067	4	I.D.	--	--
Fleet Manager	11,591	12	11,588	0.0%	50
General Manager	27,290	15	25,913	5.0%	59
Government Affairs Manager	11,591	6	12,908	-11.4%	0
Grants Manager	11,067	3	I.D.	--	--
Human Resources Analyst I	8,249	16	9,159	-11.0%	16
Information Services Network Manager	11,067	12	12,328	-11.4%	10
Maintenance Superintendent	12,749	13	11,937	6.4%	85
Management Analyst	10,542	15	10,379	1.5%	71
Park Unit Manager	12,749	12	11,713	8.1%	75
Police Captain	16,851	13	16,858	0.0%	50
Police Lieutenant	14,019	13	14,030	-0.1%	50
Risk Manager	11,067	11	12,747	-15.2%	16
Trails Develop Program Manager	11,067	0	I.D.	--	--
Wildland Veg Program Manager	11,067	1	I.D.	--	--
Wildlife Program Manager	11,067	6	11,340	-2.5%	37
Average		10		-4.9%	38

The compensation survey does not include management job classifications that are unique to the Park District and unlikely to be found in the 16 survey agencies.

EXPLANATION OF SURVEY DATA SHEETS

Survey Class	Title of the survey classification.
Agency	Name of survey agency from which compensation data was collected.
Comparable Class Title	Comparable title of matching class in each survey agency. The phrase "No Comparable Class" is used when a survey agency does not have the job or if there is a significant difference in qualifications or scope of duties.
Monthly Minimum	This is the monthly starting salary for positions in the class.
Monthly Control Point or Maximum	This is the monthly top step or range maximum for those agencies that use the range maximum as the control point. Control point salaries are used if the agency's range structure utilizes a mid-point or similar reference point. By definition, the range control point is that point in the salary range that most employees attain through tenure, assuming satisfactory performance. The control point is also used as the market "anchoring point" of the salary range. Range maximums do not include longevity, merit, or performance based pay.
Park District Rank	This is the range relative to the market with 1 being the highest salary in the market.
Coefficient of Variance	This is a statistical measure of variability and reliability. If this number is above 30%, the data may not be reliable.
Number of Obs.	The total number of data observations (not including the Park District's salary). <i>If this number is less than six, insufficient data is available for statistical analysis.</i>
Variability	This is a quick description of the sample variability. High variability, if inconsistent with the overall trends of the data, can indicate unreliable data. Low variability indicates very reliable data.
Mean	This is the average of the survey data. This statistic is subject to data skewing by data anomalies and is not as reliable as the median.
Median	This statistic represents the middle of the labor market. As such, half of the data is above the median and half is below the median.
Percentiles	This measurement is similar to the median except a different percentage of data is above a specific point in the ranking and the balance of data is below this point (i.e., for the 75th percentile, 25% of the data is above this point and 75% is below). The percentiles are calculated using an Excel spreadsheet function. Since there are different methods for computing percentiles, the function methodology used by Excel may not be the same as other spreadsheet programs or manual calculation methods.
Percent Above/Below	This percentage represents the difference between the market statistic to the left of the percentage and the District's salary. Specifically, it is the percentage increase/decrease needed to move the District's salary to the market. For convenience, below market relations are shown as negative values and above market relations are shown as positive values. The following formula is used to calculate the percentage: $\frac{(\text{Park District's Salary} - \text{Market})}{\text{Park District's Salary}}$ It is important that the District's salary be in the denominator of any percentage formula.
Percentile Rank	This is the percentile that corresponds to the District's salary if it is placed into the market data.

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Accounting Manager

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City of Fremont	Finance Operations Manager	\$ 10,455	\$ 14,114	35.0%
City of Hayward	Accounting Manager	\$ 10,471	\$ 12,724	21.5%
East Bay MUD	Accounting Systems Supervisor	\$ 10,924	\$ 12,646	15.8%
City of Berkeley	Accounting Manager	\$ 10,236	\$ 12,441	21.5%
City of Oakland	Principal Financial Analyst	\$ 10,122	\$ 12,429	22.8%
Santa Clara County	Controller Treasurer Acct Manager	\$ 9,493	\$ 11,538	21.5%
City and County of San Francisco	Manager I	\$ 9,031	\$ 11,529	27.7%
East Bay Regional Park District	Accounting Manager	\$ 8,679	\$ 11,067	27.5%
San Mateo County	Financial Services Manager I	\$ 8,552	\$ 10,693	25.0%
Marin County	Accounting Unit Manager	\$ 8,580	\$ 10,424	21.5%
City of San Jose	Program Manager I	\$ 7,999	\$ 9,851	23.1%
Alameda County	No Comparable Class			
City of Pleasanton	No Comparable Class			
Contra Costa County	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Midpeninsula Regional Open Space District	No Comparable Class			
Sonoma County	No Comparable Class			
East Bay Regional Park District Rank		8/11	Market Value	Percent +/-
Coefficient of Variance		11%		
Number of Observations		10		
Variability		Moderate		
Labor Market Mean			\$ 11,839	-6.97%
Labor Market Median			\$ 11,984	-8.28%
25th Percentile			\$ 10,902	1.49%
75th Percentile			\$ 12,595	-13.80%
Percentile Rank			27	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Administrative Support Manager

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City of Oakland	Manager, Agency Administrative	\$ 11,718	\$ 14,388	22.8%
City of Berkeley	Assistant to the City Manager	\$ 10,732	\$ 14,103	31.4%
City of Pleasanton	Assistant to the City Manager		\$ 11,841	
East Bay MUD	Assistant to the General Manager	\$ 8,185	\$ 11,820	44.4%
City and County of San Francisco	Manager I	\$ 9,031	\$ 11,529	27.7%
Midpeninsula Regional Open Space District	District Clerk/Assistant to the GM	\$ 9,115	\$ 11,385	24.9%
East Bay Regional Park District	Administrative Support Manager	\$ 8,679	\$ 11,067	27.5%
Sonoma County	Department Administrative Services Director	\$ 8,842	\$ 10,747	21.5%
City of Hayward	Assistant to City Manager	\$ 8,731	\$ 10,613	21.6%
Santa Clara County	Secretary to County Executive	\$ 6,541	\$ 10,459	59.9%
San Mateo County	County Manager Office Manager	\$ 7,387	\$ 9,235	25.0%
Alameda County	No Comparable Class			
City of Fremont	No Comparable Class			
City of San Jose	No Comparable Class			
Contra Costa County	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Marin County	No Comparable Class			
East Bay Regional Park District Rank		7/11	Market Value	Percent +/-
Coefficient of Variance		14%		
Number of Observations		10		
Variability		High		
Labor Market Mean			\$ 11,612	-4.92%
Labor Market Median			\$ 11,457	-3.52%
25th Percentile			\$ 10,647	3.80%
75th Percentile			\$ 11,836	-6.94%
Percentile Rank			39	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

AGM, District Counsel

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
San Mateo County	County Counsel	\$ 22,459	\$ 28,078	25.0%
Santa Clara County	County Counsel	\$ 26,497	\$ 27,838	5.1%
City of San Jose	City Attorney	\$ 19,696	\$ 26,523	34.7%
Alameda County	County Counsel	\$ 19,878	\$ 25,828	29.9%
City of Fremont	City Attorney	\$ 25,223	\$ 25,223	0.0%
City and County of San Francisco	City Attorney		\$ 24,152	
Contra Costa County	County Counsel	\$ 19,281	\$ 23,436	21.6%
East Bay MUD	General Counsel		\$ 22,815	
Marin County	County Counsel	\$ 19,961	\$ 22,114	10.8%
East Bay Regional Park District	AGM, District Counsel	\$ 15,983	\$ 20,400	27.6%
Sonoma County	County Counsel		\$ 20,073	
City of Berkeley	City Attorney	\$ 14,696	\$ 19,818	34.9%
City of Oakland	City Attorney		\$ 19,105	
Midpeninsula Regional Open Space District	General Counsel		\$ 18,792	
City of Hayward	City Attorney		\$ 18,715	
City of Pleasanton	City Attorney		\$ 17,500	
Livermore Area Recreation and Park District	No Comparable Class			
East Bay Regional Park District Rank		10/16	Market Value	Percent +/-
Coefficient of Variance		16%		
Number of Observations		15		
Variability		High		
Labor Market Mean			\$ 22,667	-11.12%
Labor Market Median			\$ 22,815	-11.84%
25th Percentile			\$ 19,462	4.60%
75th Percentile			\$ 25,526	-25.13%
Percentile Rank			37	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

AGM, Finance & Management Svcs/CFO

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
Alameda County	Deputy County Administrator	\$ 19,237	\$ 24,551	27.6%
Contra Costa County	County Finance Director	\$ 17,855	\$ 23,929	34.0%
Santa Clara County	Director, Finance Agency	\$ 18,641	\$ 23,918	28.3%
East Bay MUD	Director, Finance	\$ 15,167	\$ 21,908	44.4%
City of Oakland	Director of Finance	\$ 14,164	\$ 21,246	50.0%
City of San Jose	Finance Director	\$ 13,144	\$ 20,544	56.3%
Sonoma County	Auditor/Controller/Treasurer/Tax Collector		\$ 19,574	
San Mateo County	Controller - Elective		\$ 19,353	
Marin County	Director of Finance	\$ 17,469	\$ 19,261	10.3%
City of Fremont	Finance Director	\$ 14,182	\$ 19,146	35.0%
City and County of San Francisco	Deputy Director IV	\$ 14,796	\$ 18,880	27.6%
City of Berkeley	Director of Finance	\$ 13,521	\$ 18,588	37.5%
East Bay Regional Park District	AGM, Finance & Management Svcs	\$ 14,529	\$ 18,547	27.7%
City of Hayward	Director of Finance	\$ 13,997	\$ 17,013	21.5%
Midpeninsula Regional Open Space District	CFO/Administrative Services Director	\$ 13,468	\$ 16,820	24.9%
City of Pleasanton	Finance Director		\$ 16,304	
Livermore Area Recreation and Park District	No Comparable Class			
East Bay Regional Park District Rank		13/16	Market Value	Percent +/-
Coefficient of Variance		13%		
Number of Observations		15		
Variability		Moderate		
Labor Market Mean			\$ 20,069	-8.21%
Labor Market Median			\$ 19,353	-4.35%
25th Percentile			\$ 18,734	-1.01%
75th Percentile			\$ 21,577	-16.34%
Percentile Rank			21	

Attachment: Exhibit A to Proposed Consulting Services Agreement (2373 : Consulting Services Agreement with Ralph Andersen & Associates)

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

AGM, Operations

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
East Bay MUD	Director of Operations & Maintenance	\$ 15,167	\$ 21,908	44.4%
City of Oakland	Director of Public Works	\$ 14,164	\$ 21,246	50.0%
City of San Jose	Director of Parks, Recreation, & Neighborhood Servi	\$ 13,144	\$ 20,544	56.3%
East Bay Regional Park District	AGM, Operations	\$ 15,983	\$ 20,400	27.6%
San Mateo County	Director of Parks and Recreation	\$ 16,129	\$ 20,157	25.0%
City of Berkeley	Director of Parks & Waterfront	\$ 14,091	\$ 19,377	37.5%
City of Fremont	Community Services Director	\$ 14,182	\$ 19,146	35.0%
Santa Clara County	Director of Parks and Recreation	\$ 14,746	\$ 18,923	28.3%
City and County of San Francisco	Deputy Director IV	\$ 14,796	\$ 18,880	27.6%
Marin County	Director Parks and Open Space	\$ 16,224	\$ 17,886	10.2%
Midpeninsula Regional Open Space District	Assistant General Manager	\$ 13,468	\$ 16,820	24.9%
City of Hayward	Director of Maintenance Services	\$ 13,400	\$ 16,290	21.6%
City of Pleasanton	Director of Operations and Water Utilities		\$ 16,205	
Sonoma County	Director of Regional Parks	\$ 12,457	\$ 15,142	21.6%
Alameda County	No Comparable Class			
Contra Costa County	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
East Bay Regional Park District Rank		4/14	Market Value	Percent +/-
Coefficient of Variance		11%		
Number of Observations		13		
Variability		Moderate		
Labor Market Mean			\$ 18,656	8.55%
Labor Market Median			\$ 18,923	7.24%
25th Percentile			\$ 16,820	17.55%
75th Percentile			\$ 20,157	1.19%
Percentile Rank			80	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

AGM, Plan/Stew/Des/Con

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
East Bay MUD	Director, Engineering & Construction	\$ 15,167	\$ 21,908	44.4%
City of Fremont	Community Development Director	\$ 15,509	\$ 20,938	35.0%
City of San Jose	Director of Planning, Building, and Code Enforcement	\$ 13,144	\$ 20,544	56.3%
Alameda County	Director, Community Development Agency	\$ 15,156	\$ 19,784	30.5%
City and County of San Francisco	Deputy Director IV	\$ 14,796	\$ 18,880	27.6%
Santa Clara County	Director Department of Planning & Development	\$ 14,673	\$ 18,828	28.3%
City of Berkeley	Director of Planning	\$ 13,521	\$ 18,588	37.5%
East Bay Regional Park District	AGM, Plan/Stew/Des/Con	\$ 14,529	\$ 18,547	27.7%
City of Oakland	Director of Planning & Building	\$ 12,214	\$ 18,320	50.0%
Contra Costa County	Public Works Director	\$ 14,771	\$ 17,955	21.6%
San Mateo County	Director of Community Development	\$ 13,933	\$ 17,413	25.0%
Marin County	Director of Community Development	\$ 15,687	\$ 17,293	10.2%
City of Pleasanton	Director of Community Development		\$ 16,988	
City of Hayward	Director of Development Services	\$ 13,868	\$ 16,858	21.6%
Midpeninsula Regional Open Space District	Assistant General Manager	\$ 13,468	\$ 16,820	24.9%
Sonoma County	Director Permit & Resource Management	\$ 13,138	\$ 15,970	21.6%
Livermore Area Recreation and Park District	No Comparable Class			
East Bay Regional Park District Rank		8/16		
Coefficient of Variance		9%		
Number of Observations		15	Market Value	Percent +/-
Variability		Moderate		
Labor Market Mean			\$ 18,473	0.40%
Labor Market Median			\$ 18,320	1.22%
25th Percentile			\$ 17,141	7.58%
75th Percentile			\$ 19,332	-4.24%
Percentile Rank			56	

Attachment: Exhibit A to Proposed Consulting Services Agreement (2373 : Consulting Services Agreement with Ralph Andersen & Associates)

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

AGM, Public Safety

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City and County of San Francisco	Chief of Police		\$ 28,563	
Santa Clara County	Sheriff		\$ 24,989	
City of Oakland	Chief of Police	\$ 19,482	\$ 24,923	27.9%
City of Fremont	Police Chief	\$ 17,678	\$ 24,611	39.2%
City of San Jose	Chief of Police	\$ 14,925	\$ 23,327	56.3%
Contra Costa County	Sheriff-Coroner		\$ 22,431	
San Mateo County	Sheriff - Elective		\$ 21,892	
Alameda County	Sheriff		\$ 21,434	
City of Berkeley	Police Chief	\$ 14,892	\$ 20,465	37.4%
East Bay Regional Park District	AGM, Public Safety	\$ 15,983	\$ 20,400	27.6%
Marin County	Sheriff		\$ 20,335	
City of Hayward	Chief of Police	\$ 15,931	\$ 19,363	21.5%
Sonoma County	Sheriff-Coroner		\$ 18,728	
City of Pleasanton	Police Chief		\$ 18,082	
East Bay MUD	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Midpeninsula Regional Open Space District	No Comparable Class			
East Bay Regional Park District Rank		10/14	Market Value	Percent +/-
Coefficient of Variance		13%		
Number of Observations		13		
Variability		High		
Labor Market Mean			\$ 22,242	-9.03%
Labor Market Median			\$ 21,892	-7.32%
25th Percentile			\$ 20,335	0.31%
75th Percentile			\$ 24,611	-20.65%
Percentile Rank			29	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Aquatic Manager

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City of San Jose	Division Manager	\$ 8,860	\$ 13,532	52.7%
City of Berkeley	Waterfront Manager	\$ 9,856	\$ 11,909	20.8%
East Bay Regional Park District	Aquatic Manager	\$ 9,086	\$ 11,591	27.6%
City and County of San Francisco	Manager I	\$ 9,031	\$ 11,529	27.7%
City of Pleasanton	Recreation Manager		\$ 10,446	
City of Oakland	Recreation General Supervisor	\$ 7,193	\$ 8,832	22.8%
Alameda County	No Comparable Class			
City of Fremont	No Comparable Class			
City of Hayward	No Comparable Class			
Contra Costa County	No Comparable Class			
East Bay MUD	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Marin County	No Comparable Class			
Midpeninsula Regional Open Space District	No Comparable Class			
San Mateo County	No Comparable Class			
Santa Clara County	No Comparable Class			
Sonoma County	No Comparable Class			
East Bay Regional Park District Rank		--		
Coefficient of Variance		I.D.		
Number of Observations		5	Market	Percent
Variability			Value	+/-
Labor Market Mean			I.D.	--
Labor Market Median			I.D.	--
25th Percentile			I.D.	--
75th Percentile			I.D.	--
Percentile Rank			--	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Assistant District Counsel II

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
Santa Clara County	Assistant County Counsel	\$ 18,549	\$ 23,799	28.3%
Alameda County	Chief Assistant County Counsel	\$ 18,112	\$ 23,514	29.8%
City of San Jose	Assistant City Attorney	\$ 16,528	\$ 23,448	41.9%
San Mateo County	Assistant County Counsel	\$ 18,625	\$ 23,282	25.0%
City and County of San Francisco	Confidential Chief Attorney II (Civil & Criminal)	\$ 18,285	\$ 22,228	21.6%
City of Oakland	Assistant City Attorney	\$ 15,709	\$ 19,286	22.8%
City of Fremont	Assistant City Attorney	\$ 13,885	\$ 18,745	35.0%
Marin County	Assistant County Counsel	\$ 16,352	\$ 18,113	10.8%
Contra Costa County	Assistant County Counsel	\$ 14,287	\$ 17,366	21.6%
East Bay Regional Park District	Assistant District Counsel	\$ 13,205	\$ 16,851	27.6%
Sonoma County	Assistant District Counsel	\$ 13,698	\$ 16,652	21.6%
City of Berkeley	Assistant City Attorney	\$ 12,370	\$ 16,550	33.8%
City of Pleasanton	Assistant City Attorney		\$ 14,771	
City of Hayward	Assistant City Attorney	\$ 11,913	\$ 14,482	21.6%
East Bay MUD	Assistant General Counsel	\$ 13,744	\$ 9,852	-28.3%
Midpeninsula Regional Open Space District	Assistant General Counsel II	\$ 12,215	\$ 1,526	-87.5%
Livermore Area Recreation and Park District	No Comparable Class			
East Bay Regional Park District Rank		10/16		
Coefficient of Variance		34%		
Number of Observations		15	Market Value	Percent +/-
Variability		High		
Labor Market Mean			\$ 17,574	-4.29%
Labor Market Median			\$ 18,113	-7.49%
25th Percentile			\$ 15,661	7.07%
75th Percentile			\$ 22,755	-35.03%
Percentile Rank			38	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Assistant Finance Officer

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City and County of San Francisco	Deputy Director V	\$ 15,754	\$ 20,102	27.6%
Santa Clara County	Controller Treasurer	\$ 14,968	\$ 19,208	28.3%
Contra Costa County	Auditor/Controller		\$ 18,800	
Alameda County	Auditor/Controller		\$ 18,034	
East Bay MUD	Controller	\$ 12,448	\$ 17,981	44.4%
City of San Jose	Assistant Director	\$ 11,490	\$ 17,911	55.9%
San Mateo County	Assistant Controller	\$ 13,269	\$ 16,588	25.0%
City of Fremont	Deputy Director of Finance	\$ 11,424	\$ 15,422	35.0%
Marin County	Assistant Director of Finance	\$ 12,140	\$ 14,754	21.5%
East Bay Regional Park District	Assistant Finance Officer	\$ 10,988	\$ 14,019	27.6%
City of Hayward	Deputy Director of Finance	\$ 11,516	\$ 13,997	21.5%
City of Oakland	Assistant Controller	\$ 11,160	\$ 13,703	22.8%
Livermore Area Recreation and Park District	Administrative Services Manager	\$ 11,230	\$ 13,650	21.5%
Sonoma County	Assistant Auditor/Controller	\$ 10,691	\$ 12,996	21.6%
City of Berkeley	No Comparable Class			
City of Pleasanton	No Comparable Class			
Midpeninsula Regional Open Space District	No Comparable Class			
East Bay Regional Park District Rank		10/14	Market Value	Percent +/-
Coefficient of Variance		15%		
Number of Observations		13		
Variability		High		
Labor Market Mean			\$ 16,396	-16.95%
Labor Market Median			\$ 16,588	-18.32%
25th Percentile			\$ 13,997	0.16%
75th Percentile			\$ 18,034	-28.64%
Percentile Rank			25	

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**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Audit Manager

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City of Berkeley	City Auditor		\$ 14,622	
East Bay MUD	Internal Audit Supervisor	\$ 9,728	\$ 14,049	44.4%
City and County of San Francisco	Manager III	\$ 10,454	\$ 13,345	27.6%
Alameda County	Division Chief, Auditor	\$ 10,681	\$ 12,962	21.4%
City of San Jose	Supervising Auditor	\$ 9,489	\$ 12,502	31.8%
City of Oakland	Principal Financial Analyst	\$ 10,122	\$ 12,429	22.8%
Santa Clara County	Supervising Internal Auditor	\$ 9,811	\$ 11,926	21.6%
East Bay Regional Park District	Audit Manager	\$ 8,679	\$ 11,067	27.5%
Sonoma County	Audit Manager	\$ 8,806	\$ 10,703	21.5%
San Mateo County	Senior Internal Auditor	\$ 8,353	\$ 10,443	25.0%
Contra Costa County	Supervising Accountant-Auditor	\$ 7,793	\$ 9,472	21.6%
City of Fremont	No Comparable Class			
City of Hayward	No Comparable Class			
City of Pleasanton	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Marin County	No Comparable Class			
Midpeninsula Regional Open Space District	No Comparable Class			
East Bay Regional Park District Rank		8/11	Market Value	Percent +/-
Coefficient of Variance		13%		
Number of Observations		10		
Variability		High		
Labor Market Mean			\$ 12,245	-10.64%
Labor Market Median			\$ 12,466	-12.63%
25th Percentile			\$ 11,009	0.53%
75th Percentile			\$ 13,249	-19.71%
Percentile Rank			26	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Budget Manager

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City of San Jose	Assistant Budget Director	\$ 11,156	\$ 17,389	55.9%
City of Berkeley	Budget Manager	\$ 11,319	\$ 15,142	33.8%
City of Fremont	Finance Operations Manager	\$ 10,455	\$ 14,114	35.0%
City and County of San Francisco	Manager III	\$ 10,454	\$ 13,345	27.6%
City of Oakland	Principal Financial Analyst	\$ 10,122	\$ 12,429	22.8%
Santa Clara County	Principal Budget & Public Policy Analyst	\$ 8,314	\$ 12,288	47.8%
East Bay MUD	Supervising Accountant	\$ 10,143	\$ 11,742	15.8%
Marin County	Principal Administrative Analyst	\$ 9,480	\$ 11,471	21.0%
East Bay Regional Park District	Budget Manager	\$ 8,679	\$ 11,067	27.5%
City of Hayward	Budget Officer	\$ 9,051	\$ 11,001	21.5%
San Mateo County	Financial Services Manager I	\$ 8,552	\$ 10,693	25.0%
Contra Costa County	Supervising Accountant	\$ 6,896	\$ 8,382	21.6%
Alameda County	Accounting Supervisor, PWA	\$ 6,869	\$ 8,360	21.7%
City of Pleasanton	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Midpeninsula Regional Open Space District	No Comparable Class			
Sonoma County	No Comparable Class			
East Bay Regional Park District Rank		9/13	Market Value	Percent +/-
Coefficient of Variance		21%		
Number of Observations		12		
Variability		High		
Labor Market Mean			\$ 12,196	-10.20%
Labor Market Median			\$ 12,015	-8.56%
25th Percentile			\$ 10,924	1.29%
75th Percentile			\$ 13,537	-22.31%
Percentile Rank			29	

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**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Business Services Manager

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City and County of San Francisco	Manager VI	\$ 12,996	\$ 16,586	27.6%
City of Oakland	Assistant Director of Parks and Recreation	\$ 12,923	\$ 15,868	22.8%
Santa Clara County	Asset Development Manager	\$ 11,244	\$ 13,684	21.7%
City of Berkeley	Manager of Economic Development	\$ 11,009	\$ 13,388	21.6%
City of Hayward	Economic Development Manager	\$ 10,842	\$ 13,179	21.6%
City of Fremont	Economic Development Manager	\$ 9,550	\$ 12,893	35.0%
East Bay Regional Park District	Business Services Manager	\$ 9,994	\$ 12,749	27.6%
Alameda County	Treasurer-Tax Collector Financial Manager	\$ 10,272	\$ 12,464	21.3%
Contra Costa County	Economic Development Manager	\$ 8,844	\$ 11,852	34.0%
Sonoma County	Business Development Manager	\$ 8,404	\$ 10,216	21.6%
City of Pleasanton	No Comparable Class			
City of San Jose	No Comparable Class			
East Bay MUD	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Marin County	No Comparable Class			
Midpeninsula Regional Open Space District	No Comparable Class			
San Mateo County	No Comparable Class			
East Bay Regional Park District Rank		7/10	Market Value	Percent +/-
Coefficient of Variance		15%		
Number of Observations		9		
Variability		High		
Labor Market Mean			\$ 13,348	-4.70%
Labor Market Median			\$ 13,179	-3.37%
25th Percentile			\$ 12,464	2.23%
75th Percentile			\$ 13,684	-7.34%
Percentile Rank			33	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Capital Program Manager

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City of Oakland	Project Manager III	\$ 13,566	\$ 16,655	22.8%
East Bay MUD	Senior Civil Engineer	\$ 12,354	\$ 14,302	15.8%
Alameda County	Assistant Deputy Director, CDA	\$ 11,173	\$ 13,575	21.5%
East Bay Regional Park District	Capital Program Manager	\$ 9,086	\$ 11,591	27.6%
Marin County	Chief of Construction	\$ 8,483	\$ 10,213	20.4%
City and County of San Francisco	No Comparable Class			
City of Berkeley	No Comparable Class			
City of Fremont	No Comparable Class			
City of Hayward	No Comparable Class			
City of Pleasanton	No Comparable Class			
City of San Jose	No Comparable Class			
Contra Costa County	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Midpeninsula Regional Open Space District	No Comparable Class			
San Mateo County	No Comparable Class			
Santa Clara County	No Comparable Class			
Sonoma County	No Comparable Class			
East Bay Regional Park District Rank		--		
Coefficient of Variance		I.D.		
Number of Observations		4	Market Value	Percent +/-
Variability				
Labor Market Mean			I.D.	--
Labor Market Median			I.D.	--
25th Percentile			I.D.	--
75th Percentile			I.D.	--
Percentile Rank			--	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Chief Information Officer

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
Santa Clara County	Director, Information Technology	\$ 18,619	\$ 22,632	21.6%
East Bay MUD	Manager of Information Systems	\$ 14,439	\$ 20,857	44.4%
City and County of San Francisco	Deputy Director IV	\$ 14,796	\$ 18,880	27.6%
City of San Jose	Assistant Director	\$ 11,490	\$ 17,911	55.9%
Marin County	Assistant Director of Information Services and Techn	\$ 12,140	\$ 14,754	21.5%
City of Oakland	Information Systems Manager II	\$ 11,718	\$ 14,388	22.8%
San Mateo County	Information Services Department Division Manager	\$ 11,463	\$ 14,329	25.0%
East Bay Regional Park District	Chief Information Officer	\$ 10,988	\$ 14,019	27.6%
City of Fremont	Information Technology Manager	\$ 10,609	\$ 13,261	25.0%
Sonoma County	Information Systems Division Director	\$ 10,683	\$ 12,985	21.6%
Midpeninsula Regional Open Space District	Information Systems & Technology Manager	\$ 10,295	\$ 12,857	24.9%
Contra Costa County	Information Systems Manager II	\$ 9,541	\$ 11,598	21.6%
Alameda County	Information Systems Deputy Director	\$ 9,532	\$ 11,586	21.5%
City of Berkeley	No Comparable Class			
City of Hayward	No Comparable Class			
City of Pleasanton	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
East Bay Regional Park District Rank		8/13		
Coefficient of Variance		24%		
Number of Observations		12	Market Value	Percent +/-
Variability		High		
Labor Market Mean			\$ 15,503	-10.59%
Labor Market Median			\$ 14,359	-2.42%
25th Percentile			\$ 12,953	7.60%
75th Percentile			\$ 18,153	-29.49%
Percentile Rank			43	

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**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Chief, Design & Construction

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City and County of San Francisco	Deputy Director IV	\$ 14,796	\$ 18,880	27.6%
East Bay MUD	Engineering Manager	\$ 12,762	\$ 18,433	44.4%
City of Fremont	City Engineer	\$ 13,457	\$ 18,167	35.0%
City of Hayward	Director of Public Works	\$ 14,510	\$ 17,637	21.5%
City of Oakland	Assistant Director, Public Works Agency	\$ 13,570	\$ 16,660	22.8%
City of Berkeley	Capital Improvement Programs Manager	\$ 12,370	\$ 16,550	33.8%
City of Pleasanton	Director of Engineering Svcs/City Engineer		\$ 16,197	
San Mateo County	Deputy Director of Public Works	\$ 12,634	\$ 15,798	25.0%
Alameda County	Deputy Director, GSA	\$ 12,863	\$ 15,643	21.6%
Santa Clara County	Chief of Construction Services	\$ 12,217	\$ 14,909	22.0%
East Bay Regional Park District	Chief, Design & Construction	\$ 10,988	\$ 14,019	27.6%
Contra Costa County	Deputy Public Works Director	\$ 11,453	\$ 13,921	21.6%
Midpeninsula Regional Open Space District	Engineering & Construction Manager	\$ 11,079	\$ 13,837	24.9%
Sonoma County	Deputy Director Engineering Construction	\$ 10,851	\$ 13,191	21.6%
City of San Jose	Principal Engineer/Architect	\$ 10,664	\$ 12,967	21.6%
Livermore Area Recreation and Park District	No Comparable Class			
Marin County	No Comparable Class			
East Bay Regional Park District Rank		11/15	Market Value	Percent +/-
Coefficient of Variance		12%		
Number of Observations		14		
Variability		Moderate		
Labor Market Mean			\$ 15,914	-13.51%
Labor Market Median			\$ 15,997	-14.11%
25th Percentile			\$ 14,168	-1.06%
75th Percentile			\$ 17,393	-24.06%
Percentile Rank			24	

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**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Chief, Human Resources Officer

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City and County of San Francisco	Human Resources Director	\$ 16,995	\$ 21,688	27.6%
East Bay MUD	Manager of Human Resources	\$ 14,439	\$ 20,857	44.4%
City of San Jose	Human Resources Director	\$ 13,144	\$ 20,544	56.3%
San Mateo County	Director of Human Resources	\$ 15,359	\$ 19,197	25.0%
City of Fremont	Director of Human Resources	\$ 14,182	\$ 19,146	35.0%
Contra Costa County	Director of Human Resources	\$ 15,675	\$ 19,054	21.6%
City of Berkeley	Director of Human Resources	\$ 13,521	\$ 18,588	37.5%
City of Oakland	Director of Human Resources Management	\$ 12,214	\$ 18,320	50.0%
Marin County	Human Resources Director	\$ 16,224	\$ 17,886	10.2%
Santa Clara County	Deputy Director, Employee Services Agency	\$ 13,215	\$ 16,956	28.3%
East Bay Regional Park District	Chief, Human Resources Officer	\$ 13,205	\$ 16,851	27.6%
Sonoma County	Director of Human Resources	\$ 13,662	\$ 16,607	21.6%
City of Hayward	Director of Human Resources	\$ 13,511	\$ 16,422	21.5%
City of Pleasanton	Director of Human Resources/Labor Relations		\$ 16,197	
Midpeninsula Regional Open Space District	Human Resources Manager	\$ 10,295	\$ 12,857	24.9%
Alameda County	Human Resource Services Manager	\$ 9,941	\$ 12,503	25.8%
Livermore Area Recreation and Park District	No Comparable Class			
East Bay Regional Park District Rank		11/16		
Coefficient of Variance		15%		
Number of Observations		15		
Variability		High		
			Market Value	Percent +/-
Labor Market Mean			\$ 17,788	-5.56%
Labor Market Median			\$ 18,320	-8.72%
25th Percentile			\$ 16,514	2.00%
75th Percentile			\$ 19,171	-13.77%
Percentile Rank			34	

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**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Chief, Interp & Rec Svcs

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City and County of San Francisco	Deputy Director III	\$ 12,996	\$ 16,586	27.6%
City of Oakland	Assistant Director, Parks & Recreation	\$ 12,923	\$ 15,868	22.8%
City of San Jose	Deputy Director	\$ 10,033	\$ 15,629	55.8%
City of Fremont	Deputy Director, Community Services	\$ 11,424	\$ 15,422	35.0%
East Bay MUD	Manager of Watershed & Recreation	\$ 10,473	\$ 15,128	44.4%
East Bay Regional Park District	Chief, Interp & Rec Svcs	\$ 10,988	\$ 14,019	27.6%
Midpeninsula Regional Open Space District	Visitor Services Manager	\$ 11,079	\$ 13,837	24.9%
City of Berkeley	Recreation & Youth Services Manager	\$ 10,171	\$ 12,290	20.8%
Alameda County	No Comparable Class			
City of Hayward	No Comparable Class			
City of Pleasanton	No Comparable Class			
Contra Costa County	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Marin County	No Comparable Class			
San Mateo County	No Comparable Class			
Santa Clara County	No Comparable Class			
Sonoma County	No Comparable Class			
East Bay Regional Park District Rank		6/8	Market Value	Percent +/-
Coefficient of Variance		10%		
Number of Observations		7		
Variability		Moderate		
Labor Market Mean			\$ 14,966	-6.75%
Labor Market Median			\$ 15,422	-10.00%
25th Percentile			\$ 14,483	-3.30%
75th Percentile			\$ 15,748	-12.33%
Percentile Rank			19	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Chief, Land Acquisition

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
East Bay MUD	Manager of Real Estate Services	\$ 11,558	\$ 16,696	44.5%
Marin County	Assistant Director of Public Works	\$ 13,744	\$ 15,123	10.0%
City of Oakland	Real Estate Services Manager	\$ 11,718	\$ 14,388	22.8%
East Bay Regional Park District	Chief, Land Acquisition	\$ 10,988	\$ 14,019	27.6%
City of Fremont	Facilities and Real Property Manager	\$ 10,265	\$ 13,857	35.0%
Midpeninsula Regional Open Space District	Real Property Manager	\$ 11,079	\$ 13,837	24.9%
City and County of San Francisco	Principal Real Property Officer	\$ 11,299	\$ 13,730	21.5%
Santa Clara County	Manager of Real Estate Assets	\$ 11,244	\$ 13,698	21.8%
San Mateo County	Real Property Services Manager	\$ 10,397	\$ 12,997	25.0%
Alameda County	Facilities Manager	\$ 8,511	\$ 11,937	40.3%
Contra Costa County	Principal Real Property Agent	\$ 9,438	\$ 11,472	21.6%
City of Berkeley	No Comparable Class			
City of Hayward	No Comparable Class			
City of Pleasanton	No Comparable Class			
City of San Jose	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Sonoma County	No Comparable Class			
East Bay Regional Park District Rank		4/11		
Coefficient of Variance		11%		
Number of Observations		10	Market Value	Percent +/-
Variability		Moderate		
Labor Market Mean			\$ 13,774	1.75%
Labor Market Median			\$ 13,784	1.68%
25th Percentile			\$ 13,172	6.04%
75th Percentile			\$ 14,255	-1.68%
Percentile Rank			70	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Chief, Maint & Skilled Trades

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City and County of San Francisco	Deputy Director IV	\$ 14,796	\$ 18,880	27.6%
East Bay MUD	Mgr of Facilities Maintenance & Construction	\$ 12,142	\$ 17,539	44.4%
City of Oakland	Assistant Director, Public Works Agency	\$ 13,570	\$ 16,660	22.8%
City of Fremont	Deputy Dir, Maintenance & Bus Operations	\$ 11,792	\$ 15,919	35.0%
San Mateo County	Deputy Director of Public Works	\$ 12,634	\$ 15,798	25.0%
Alameda County	Deputy Director, GSA	\$ 12,863	\$ 15,643	21.6%
City of San Jose	Deputy Director	\$ 10,033	\$ 15,629	55.8%
City of Berkeley	Deputy Director of Public Works	\$ 11,661	\$ 15,600	33.8%
Marin County	Assistant Director of Public Works	\$ 13,744	\$ 15,123	10.0%
East Bay Regional Park District	Chief, Maint & Skilled Trades	\$ 10,988	\$ 14,019	27.6%
Contra Costa County	Deputy Public Works Director	\$ 11,453	\$ 13,921	21.6%
Midpeninsula Regional Open Space District	Land & Facilities Services Manager	\$ 11,079	\$ 13,837	24.9%
Sonoma County	General Services Deputy Director	\$ 10,234	\$ 12,439	21.5%
City of Hayward	No Comparable Class			
City of Pleasanton	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Santa Clara County	No Comparable Class			
East Bay Regional Park District Rank		10/13	Market Value	Percent +/-
Coefficient of Variance		11%		
Number of Observations		12		
Variability		High		
Labor Market Mean			\$ 15,582	-11.15%
Labor Market Median			\$ 15,636	-11.53%
25th Percentile			\$ 14,823	-5.73%
75th Percentile			\$ 16,104	-14.87%
Percentile Rank			19	

Attachment: Exhibit A to Proposed Consulting Services Agreement (2373 : Consulting Services Agreement with Ralph Andersen & Associates)

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Chief, Park Operations

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City of Oakland	Assistant Director, Public Works Agency	\$ 13,570	\$ 16,660	22.8%
City and County of San Francisco	Deputy Director III	\$ 12,996	\$ 16,586	27.6%
Santa Clara County	Deputy Director of Parks and Recreation	\$ 12,621	\$ 16,190	28.3%
City of San Jose	Deputy Director	\$ 10,033	\$ 15,629	55.8%
City of Berkeley	Deputy Director of Parks, Recreation & Waterfront	\$ 11,661	\$ 15,600	33.8%
East Bay Regional Park District	Chief, Park Operations	\$ 12,092	\$ 15,441	27.7%
City of Fremont	Deputy Director, Community Services	\$ 11,424	\$ 15,422	35.0%
San Mateo County	Assistant Director of Parks	\$ 12,035	\$ 15,045	25.0%
Marin County	Assistant Director of Parks and Open Space	\$ 13,213	\$ 14,536	10.0%
Midpeninsula Regional Open Space District	Operations Manager	\$ 11,079	\$ 13,837	24.9%
City of Pleasanton	Assistant Director of Operations Services		\$ 13,254	
Sonoma County	Deputy Director of Regional Parks	\$ 9,963	\$ 12,111	21.6%
Alameda County	No Comparable Class			
City of Hayward	No Comparable Class			
Contra Costa County	No Comparable Class			
East Bay MUD	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
East Bay Regional Park District Rank		6/12	Market Value	Percent +/-
Coefficient of Variance		10%		
Number of Observations		11		
Variability		Moderate		
Labor Market Mean			\$ 14,988	2.93%
Labor Market Median			\$ 15,422	0.12%
25th Percentile			\$ 14,186	8.12%
75th Percentile			\$ 15,909	-3.04%
Percentile Rank			51	

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**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Chief, Planning

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
East Bay MUD	Manager of Regulatory Compliance	\$ 12,762	\$ 18,433	44.4%
Santa Clara County	Planning Manager	\$ 13,215	\$ 16,956	28.3%
City and County of San Francisco	Deputy Director III	\$ 12,996	\$ 16,586	27.6%
City of Fremont	Deputy Director, Community Development	\$ 11,792	\$ 15,919	35.0%
City of Oakland	Deputy Director/City Planner	\$ 12,919	\$ 15,863	22.8%
Alameda County	Deputy Director, CDA	\$ 12,863	\$ 15,643	21.6%
City of San Jose	Deputy Director	\$ 10,033	\$ 15,629	55.8%
City of Hayward	Deputy Director of Development Services	\$ 12,607	\$ 15,326	21.6%
City of Berkeley	Land Use Planning Manager	\$ 12,269	\$ 14,654	19.4%
City of Pleasanton	Planning Manager/Deputy Dir of CD		\$ 14,541	
San Mateo County	Deputy Director of Community Development	\$ 11,463	\$ 14,329	25.0%
East Bay Regional Park District	Chief, Planning	\$ 10,988	\$ 14,019	27.6%
Contra Costa County	Deputy Director Department of Conservation and De	\$ 11,453	\$ 13,921	21.6%
Midpeninsula Regional Open Space District	Planning Manager	\$ 11,079	\$ 13,837	24.9%
Marin County	Planning Manager	\$ 9,793	\$ 11,901	21.5%
Sonoma County	Deputy Director - Planning	\$ 9,783	\$ 11,891	21.5%
Livermore Area Recreation and Park District	No Comparable Class			
East Bay Regional Park District Rank		12/16	Market Value	Percent +/-
Coefficient of Variance		12%		
Number of Observations		15		
Variability		High		
Labor Market Mean			\$ 15,029	-7.20%
Labor Market Median			\$ 15,326	-9.32%
25th Percentile			\$ 14,125	-0.76%
75th Percentile			\$ 15,891	-13.35%
Percentile Rank			23	

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**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Chief, Stewardship

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City and County of San Francisco	Deputy Director III	\$ 12,996	\$ 16,586	27.6%
City of Fremont	Deputy Director Community Development	\$ 11,792	\$ 15,919	35.0%
Alameda County	Deputy Director, Community Development Agency	\$ 12,863	\$ 15,643	21.6%
City of San Jose	Deputy Director	\$ 10,033	\$ 15,629	55.8%
City of Hayward	Deputy Director of Development Services	\$ 12,607	\$ 15,326	21.6%
East Bay Regional Park District	Chief, Stewardship	\$ 10,988	\$ 14,019	27.6%
Marin County	Chief of Natural Resources and Science	\$ 9,793	\$ 11,901	21.5%
City of Berkeley	No Comparable Class			
City of Oakland	No Comparable Class			
City of Pleasanton	No Comparable Class			
Contra Costa County	No Comparable Class			
East Bay MUD	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Midpeninsula Regional Open Space District	No Comparable Class			
San Mateo County	No Comparable Class			
Santa Clara County	No Comparable Class			
Sonoma County	No Comparable Class			
East Bay Regional Park District Rank		6/7		
Coefficient of Variance		11%		
Number of Observations		6	Market Value	Percent +/-
Variability		Moderate		
Labor Market Mean			\$ 15,167	-8.19%
Labor Market Median			\$ 15,636	-11.53%
25th Percentile			\$ 15,402	-9.86%
75th Percentile			\$ 15,850	-13.06%
Percentile Rank			12	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Clerk of the Board

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City and County of San Francisco	Manager II	\$ 9,698	\$ 12,378	27.6%
Midpeninsula Regional Open Space District	District Clerk/Assistant to the GM	\$ 9,115	\$ 11,385	24.9%
East Bay Regional Park District	Clerk of the Board	\$ 8,679	\$ 11,067	27.5%
Sonoma County	Chief Deputy Clerk of the Board	\$ 7,030	\$ 8,545	21.5%
Contra Costa County	Chief Assistant Clerk-Board of Supervisors	\$ 7,008	\$ 8,519	21.6%
Alameda County	Clerk, Board of Supervisors Service Manager	\$ 5,801	\$ 8,162	40.7%
City of Berkeley	No Comparable Class			
City of Fremont	No Comparable Class			
City of Hayward	No Comparable Class			
City of Oakland	No Comparable Class			
City of Pleasanton	No Comparable Class			
City of San Jose	No Comparable Class			
East Bay MUD	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Marin County	No Comparable Class			
San Mateo County	No Comparable Class			
Santa Clara County	No Comparable Class			
East Bay Regional Park District Rank		--		
Coefficient of Variance		I.D.		
Number of Observations		5	Market	Percent
Variability			Value	+/-
Labor Market Mean			I.D.	--
Labor Market Median			I.D.	--
25th Percentile			I.D.	--
75th Percentile			I.D.	--
Percentile Rank			--	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Communications and Records Mgr

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City and County of San Francisco	Manager V	\$ 12,103	\$ 15,453	27.7%
City of Hayward	Operations Support Services Manager	\$ 12,459	\$ 15,290	22.7%
City of San Jose	Division Manager	\$ 8,860	\$ 13,532	52.7%
Santa Clara County	Chief Communications Dispatcher	\$ 10,977	\$ 13,361	21.7%
City of Oakland	Police Communications Manager	\$ 10,224	\$ 12,554	22.8%
City of Fremont	Public Safety Communications Manager	\$ 8,655	\$ 11,684	35.0%
East Bay Regional Park District	Communications and Records Mgr	\$ 9,086	\$ 11,591	27.6%
Alameda County	Fire Dispatch Manager	\$ 9,227	\$ 11,328	22.8%
San Mateo County	Communications Program Services Manager	\$ 8,980	\$ 11,225	25.0%
City of Berkeley	Communications Manager	\$ 8,924	\$ 10,956	22.8%
Contra Costa County	Telecommunications Manager	\$ 8,841	\$ 10,746	21.6%
City of Pleasanton	Police Support Services Manager		\$ 10,447	
Sonoma County	Communications Dispatch Manager	\$ 7,936	\$ 9,648	21.6%
East Bay MUD	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Marin County	No Comparable Class			
Midpeninsula Regional Open Space District	No Comparable Class			
East Bay Regional Park District Rank		7/13	Market Value	Percent +/-
Coefficient of Variance		15%		
Number of Observations		12		
Variability		High		
Labor Market Mean			\$ 12,185	-5.13%
Labor Market Median			\$ 11,506	0.73%
25th Percentile			\$ 10,904	5.93%
75th Percentile			\$ 13,404	-15.64%
Percentile Rank			52	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Community Relations Manager

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
East Bay MUD	Customer Services Manager	\$ 10,473	\$ 15,128	44.4%
City of Berkeley	Assistant to the City Manager	\$ 10,732	\$ 14,103	31.4%
City and County of San Francisco	Public Relations Manager	\$ 10,229	\$ 12,437	21.6%
City of San Jose	Public Information Manager	\$ 9,744	\$ 11,926	22.4%
City of Fremont	Communications Manager	\$ 8,795	\$ 11,873	35.0%
City of Hayward	Communications & Marketing Officer / Public Informa	\$ 9,578	\$ 11,645	21.6%
San Mateo County	Communications Officer	\$ 8,980	\$ 11,225	25.0%
East Bay Regional Park District	Community Relations Manager	\$ 8,679	\$ 11,067	27.5%
Alameda County	Public Information Officer	\$ 7,159	\$ 10,970	53.2%
Livermore Area Recreation and Park District	Recreation Department Manager	\$ 8,993	\$ 10,929	21.5%
Contra Costa County	Chief Public Communications Officer	\$ 8,535	\$ 10,374	21.6%
City of Pleasanton	Community Relations Manager/PIO		\$ 9,955	
Sonoma County	Recreation and Educational Services Manager	\$ 7,851	\$ 9,543	21.6%
City of Oakland	No Comparable Class			
Marin County	No Comparable Class			
Midpeninsula Regional Open Space District	No Comparable Class			
Santa Clara County	No Comparable Class			
East Bay Regional Park District Rank		8/13		
Coefficient of Variance		14%		
Number of Observations		12	Market Value	Percent +/-
Variability		High		
Labor Market Mean			\$ 11,676	-5.50%
Labor Market Median			\$ 11,435	-3.32%
25th Percentile			\$ 10,790	2.51%
75th Percentile			\$ 12,054	-8.91%
Percentile Rank			40	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Construction Manager

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City and County of San Francisco	Manager VII	\$ 13,923	\$ 17,767	27.6%
East Bay MUD	Supervising Administrative Engineer	\$ 11,762	\$ 13,615	15.8%
Alameda County	Assistant Deputy Director, CDA	\$ 11,173	\$ 13,575	21.5%
Santa Clara County	Manager of Construction	\$ 10,540	\$ 12,811	21.5%
Contra Costa County	Supervising Capital Facilities Project Manager	\$ 9,917	\$ 12,054	21.6%
East Bay Regional Park District	Construction Manager	\$ 9,086	\$ 11,591	27.6%
City of Pleasanton	Construction Services Manager		\$ 11,457	
City of San Jose	Construction Manager	\$ 9,363	\$ 11,405	21.8%
City of Oakland	Construction Inspector Supervisor II	\$ 9,178	\$ 11,269	22.8%
City of Berkeley	No Comparable Class			
City of Fremont	No Comparable Class			
City of Hayward	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Marin County	No Comparable Class			
Midpeninsula Regional Open Space District	No Comparable Class			
San Mateo County	No Comparable Class			
Sonoma County	No Comparable Class			
East Bay Regional Park District Rank		6/9		
Coefficient of Variance		17%		
Number of Observations		8		
Variability		High		
			Market Value	Percent +/-
Labor Market Mean			\$ 12,994	-12.11%
Labor Market Median			\$ 12,433	-7.27%
25th Percentile			\$ 11,444	1.27%
75th Percentile			\$ 13,585	-17.21%
Percentile Rank			32	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Deputy General Manager

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
Santa Clara County	Chief Operating Officer	\$ 24,158	\$ 30,988	28.3%
City and County of San Francisco	Department Head V	\$ 21,108	\$ 26,938	27.6%
City of San Jose	Assistant City Manager	\$ 16,528	\$ 25,793	56.1%
San Mateo County	Assistant County Manager	\$ 19,810	\$ 24,759	25.0%
East Bay Regional Park District	Deputy General Manager	\$ 18,462	\$ 23,572	27.7%
City of Fremont	Assistant City Manager	\$ 16,619	\$ 22,435	35.0%
City of Oakland	Assistant City Administrator	\$ 14,518	\$ 21,777	50.0%
Contra Costa County	Chief Assistant County Administrator	\$ 17,855	\$ 21,704	21.6%
City of Berkeley	Deputy City Manager	\$ 14,696	\$ 21,614	47.1%
Alameda County	Assistant County Administrator	\$ 17,661	\$ 21,460	21.5%
City of Hayward	Assistant City Manager	\$ 15,961	\$ 19,399	21.5%
Sonoma County	Assistant County Administrator	\$ 15,271	\$ 18,561	21.5%
Marin County	Assistant County Administrator	\$ 15,936	\$ 17,571	10.3%
City of Pleasanton	Assistant City Manager		\$ 16,316	
Livermore Area Recreation and Park District	Assistant General Manager	\$ 11,511	\$ 13,991	21.5%
East Bay MUD	No Comparable Class			
Midpeninsula Regional Open Space District	No Comparable Class			
East Bay Regional Park District Rank		5/15	Market Value	Percent +/-
Coefficient of Variance		21%		
Number of Observations		14		
Variability		High		
Labor Market Mean			\$ 21,665	8.09%
Labor Market Median			\$ 21,659	8.11%
25th Percentile			\$ 18,771	20.37%
75th Percentile			\$ 24,178	-2.57%
Percentile Rank			73	

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**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Environmental Program Manager

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
East Bay MUD	Environmental Affairs Officer	\$ 11,847	\$ 17,112	44.4%
Alameda County	Environmental Program Manager	\$ 10,185	\$ 12,386	21.6%
City and County of San Francisco	Principal Environmental Specialist	\$ 9,377	\$ 11,397	21.5%
East Bay Regional Park District	Environmental Program Manager	\$ 8,679	\$ 11,067	27.5%
City of San Jose	Environmental Services Program Manager	\$ 8,620	\$ 10,795	25.2%
City of Berkeley	No Comparable Class			
City of Fremont	No Comparable Class			
City of Hayward	No Comparable Class			
City of Oakland	No Comparable Class			
City of Pleasanton	No Comparable Class			
Contra Costa County	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Marin County	No Comparable Class			
Midpeninsula Regional Open Space District	No Comparable Class			
San Mateo County	No Comparable Class			
Santa Clara County	No Comparable Class			
Sonoma County	No Comparable Class			
East Bay Regional Park District Rank		--		
Coefficient of Variance		I.D.		
Number of Observations		4		
Variability			Market Value	Percent +/-
Labor Market Mean			I.D.	--
Labor Market Median			I.D.	--
25th Percentile			I.D.	--
75th Percentile			I.D.	--
Percentile Rank			--	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Environmental Services Manager

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
East Bay MUD	Manager of Environmental Compliance	\$ 11,002	\$ 15,892	44.4%
City of Oakland	Environmental Services Manager	\$ 11,718	\$ 14,388	22.8%
Midpeninsula Regional Open Space District	Natural Resources Manager	\$ 11,079	\$ 13,837	24.9%
Alameda County	Director, Environmental Health	\$ 11,338	\$ 13,754	21.3%
City of Fremont	Environmental Services Manager	\$ 10,098	\$ 13,633	35.0%
Sonoma County	Water Agency Environmental Resources Mgr	\$ 10,528	\$ 12,798	21.6%
City of Hayward	Environmental Services Manager	\$ 10,478	\$ 12,737	21.6%
City and County of San Francisco	Manager II	\$ 9,698	\$ 12,378	27.6%
City of Berkeley	Manager of Environmental Health	\$ 10,219	\$ 12,331	20.7%
City of San Jose	Environmental Sustainability Manager	\$ 9,549	\$ 11,920	24.8%
East Bay Regional Park District	Environmental Services Manager	\$ 9,086	\$ 11,591	27.6%
City of Pleasanton	Environmental Services Manager		\$ 11,457	
Contra Costa County	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Marin County	No Comparable Class			
San Mateo County	No Comparable Class			
Santa Clara County	No Comparable Class			
East Bay Regional Park District Rank		11/12	Market Value	Percent +/-
Coefficient of Variance		10%		
Number of Observations		11		
Variability		Moderate		
Labor Market Mean			\$ 13,193	-13.82%
Labor Market Median			\$ 12,798	-10.41%
25th Percentile			\$ 12,354	-6.59%
75th Percentile			\$ 13,796	-19.02%
Percentile Rank			3	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Facilities Manager

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City of Oakland	Manager, Building Services	\$ 11,718	\$ 14,388	22.8%
East Bay Regional Park District	Facilities Manager	\$ 9,086	\$ 11,591	27.6%
City of Hayward	Facilities and Building Manager	\$ 9,495	\$ 11,541	21.5%
Sonoma County	Facilities Manager	\$ 8,535	\$ 10,375	21.6%
Alameda County	No Comparable Class			
City and County of San Francisco	No Comparable Class			
City of Berkeley	No Comparable Class			
City of Fremont	No Comparable Class			
City of Pleasanton	No Comparable Class			
City of San Jose	No Comparable Class			
Contra Costa County	No Comparable Class			
East Bay MUD	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Marin County	No Comparable Class			
Midpeninsula Regional Open Space District	No Comparable Class			
San Mateo County	No Comparable Class			
Santa Clara County	No Comparable Class			
East Bay Regional Park District Rank		--		
Coefficient of Variance		I.D.		
Number of Observations		3	Market Value	Percent +/-
Variability				
Labor Market Mean			I.D.	--
Labor Market Median			I.D.	--
25th Percentile			I.D.	--
75th Percentile			I.D.	--
Percentile Rank			--	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Fisheries Program Manager

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
Sonoma County	Water Agency Environmental Resources Mgr	\$ 10,528	\$ 12,798	21.6%
City and County of San Francisco	Manager II	\$ 9,698	\$ 12,378	27.6%
East Bay MUD	Supervising Fisheries/Wildlife Biologist	\$ 9,895	\$ 11,455	15.8%
San Mateo County	Natural Resources Manager	\$ 8,980	\$ 11,225	25.0%
East Bay Regional Park District	Fisheries Program Manager	\$ 8,679	\$ 11,067	27.5%
Alameda County	No Comparable Class			
City of Berkeley	No Comparable Class			
City of Fremont	No Comparable Class			
City of Hayward	No Comparable Class			
City of Oakland	No Comparable Class			
City of Pleasanton	No Comparable Class			
City of San Jose	No Comparable Class			
Contra Costa County	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Marin County	No Comparable Class			
Midpeninsula Regional Open Space District	No Comparable Class			
Santa Clara County	No Comparable Class			
East Bay Regional Park District Rank		--		
Coefficient of Variance		I.D.		
Number of Observations		4	Market Value	Percent +/-
Variability				
Labor Market Mean			I.D.	--
Labor Market Median			I.D.	--
25th Percentile			I.D.	--
75th Percentile			I.D.	--
Percentile Rank			--	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Fleet Manager

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
East Bay MUD	Manager of Fleet and Construction Support	\$ 10,473	\$ 15,128	44.4%
Santa Clara County	Fleet Manager	\$ 10,403	\$ 12,649	21.6%
Alameda County	Logistics Services Manager	\$ 9,721	\$ 11,937	22.8%
City of Berkeley	Equipment Superintendent	\$ 9,856	\$ 11,909	20.8%
San Mateo County	Vehicle & Equipment Mgr	\$ 9,429	\$ 11,788	25.0%
City and County of San Francisco	Automotive Transit Shop Supervisor I		\$ 11,635	
East Bay Regional Park District	Fleet Manager	\$ 9,086	\$ 11,591	27.6%
City of Hayward	Fleet Maintenance Manager	\$ 9,495	\$ 11,541	21.5%
City of San Jose	Fleet Manager	\$ 9,039	\$ 11,327	25.3%
City of Fremont	Fleet Maintenance Manager	\$ 8,150	\$ 11,002	35.0%
City of Oakland	Equipment Services Superintendent	\$ 8,741	\$ 10,731	22.8%
Sonoma County	Fleet Manager	\$ 8,535	\$ 10,375	21.6%
Contra Costa County	Fleet Manager	\$ 8,414	\$ 10,227	21.6%
City of Pleasanton	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Marin County	No Comparable Class			
Midpeninsula Regional Open Space District	No Comparable Class			
East Bay Regional Park District Rank		7/13	Market Value	Percent +/-
Coefficient of Variance		11%		
Number of Observations		12		
Variability		Moderate		
Labor Market Mean			\$ 11,688	-0.83%
Labor Market Median			\$ 11,588	0.03%
25th Percentile			\$ 10,935	5.66%
75th Percentile			\$ 11,916	-2.80%
Percentile Rank			50	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

General Manager

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
Santa Clara County	County Executive	\$ 28,475	\$ 31,467	10.5%
Contra Costa County	County Administrator	\$ 27,974	\$ 30,842	10.2%
City of Oakland	City Administrator	\$ 23,849	\$ 29,811	25.0%
Alameda County	County Administrator	\$ 22,495	\$ 29,319	30.3%
San Mateo County	County Manager		\$ 28,843	
City of San Jose	City Manager	\$ 23,220	\$ 28,138	21.2%
East Bay Regional Park District	General Manager	\$ 21,374	\$ 27,290	27.7%
East Bay MUD	General Manager		\$ 27,088	
City of Fremont	City Manager		\$ 25,913	
Marin County	County Administrator	\$ 23,059	\$ 25,612	11.1%
City of Berkeley	City Manager		\$ 25,119	
Sonoma County	County Administrator		\$ 22,927	
City of Hayward	City Manager		\$ 22,655	
Midpeninsula Regional Open Space District	General Manager		\$ 20,625	
City of Pleasanton	City Manager		\$ 19,007	
Livermore Area Recreation and Park District	General Manager		\$ 11,794	
City and County of San Francisco	No Comparable Class			
East Bay Regional Park District Rank		7/16	Market Value	Percent +/-
Coefficient of Variance		21%		
Number of Observations		15		
Variability		High		
Labor Market Mean			\$ 25,277	7.37%
Labor Market Median			\$ 25,913	5.04%
25th Percentile			\$ 22,791	16.49%
75th Percentile			\$ 29,081	-6.56%
Percentile Rank			59	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Government Affairs Manager

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
East Bay MUD	Manager of Regulatory Compliance	\$ 12,762	\$ 18,433	44.4%
City of Berkeley	Assistant to the City Manager	\$ 10,732	\$ 14,103	31.4%
Sonoma County	Community & Governmental Affairs Manager	\$ 11,011	\$ 13,384	21.5%
City of Oakland	Assistant to the City Administrator	\$ 10,125	\$ 12,433	22.8%
City and County of San Francisco	Government and Public Affairs Manager	\$ 9,819	\$ 11,936	21.6%
San Mateo County	County Legislative Officer	\$ 9,429	\$ 11,788	25.0%
East Bay Regional Park District	Government Affairs Manager	\$ 9,086	\$ 11,591	27.6%
Alameda County	No Comparable Class			
City of Fremont	No Comparable Class			
City of Hayward	No Comparable Class			
City of Pleasanton	No Comparable Class			
City of San Jose	No Comparable Class			
Contra Costa County	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Marin County	No Comparable Class			
Midpeninsula Regional Open Space District	No Comparable Class			
Santa Clara County	No Comparable Class			
East Bay Regional Park District Rank		7/7		
Coefficient of Variance		18%		
Number of Observations		6	Market Value	Percent +/-
Variability		High		
Labor Market Mean			\$ 13,680	-18.02%
Labor Market Median			\$ 12,908	-11.37%
25th Percentile			\$ 12,060	-4.05%
75th Percentile			\$ 13,923	-20.13%
Percentile Rank			0	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Grants Manager

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
Alameda County	Grants Program Manager	\$ 6,732	\$ 12,499	85.7%
East Bay Regional Park District	Grants Manager	\$ 8,679	\$ 11,067	27.5%
City of Oakland	Budget and Grants Administrator	\$ 7,931	\$ 9,738	22.8%
Sonoma County	Administrative Services Officer II	\$ 7,851	\$ 9,543	21.6%
City and County of San Francisco	No Comparable Class			
City of Berkeley	No Comparable Class			
City of Fremont	No Comparable Class			
City of Hayward	No Comparable Class			
City of Pleasanton	No Comparable Class			
City of San Jose	No Comparable Class			
Contra Costa County	No Comparable Class			
East Bay MUD	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Marin County	No Comparable Class			
Midpeninsula Regional Open Space District	No Comparable Class			
San Mateo County	No Comparable Class			
Santa Clara County	No Comparable Class			
East Bay Regional Park District Rank		--		
Coefficient of Variance		I.D.		
Number of Observations		3	Market Value	Percent +/-
Variability				
Labor Market Mean			I.D.	--
Labor Market Median			I.D.	--
25th Percentile			I.D.	--
75th Percentile			I.D.	--
Percentile Rank			--	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Human Resources Analyst I

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City of Fremont	Human Resources Analyst III	\$ 9,356	\$ 12,632	35.0%
East Bay MUD	Human Resources Analyst II	\$ 8,966	\$ 10,379	15.8%
City of Pleasanton	Management Analyst		\$ 9,955	
City of Berkeley	Associate Human Resources Analyst	\$ 8,160	\$ 9,826	20.4%
San Mateo County	Management Analyst	\$ 7,755	\$ 9,695	25.0%
City of Hayward	Human Resources Analyst II	\$ 7,859	\$ 9,551	21.5%
Midpeninsula Regional Open Space District	Management Analyst II	\$ 7,498	\$ 9,365	24.9%
Santa Clara County	Human Resources Analyst	\$ 7,685	\$ 9,344	21.6%
Livermore Area Recreation and Park District	Human Resources Officer	\$ 7,381	\$ 8,973	21.6%
Contra Costa County	Human Resources Analyst	\$ 6,673	\$ 8,942	34.0%
Alameda County	Human Resources Analyst II	\$ 6,197	\$ 8,901	43.6%
City and County of San Francisco	Human Resources Analyst	\$ 6,047	\$ 8,899	47.2%
Marin County	Human Resources Analyst II	\$ 7,287	\$ 8,812	20.9%
East Bay Regional Park District	Human Resources Analyst I	\$ 7,292	\$ 8,249	13.1%
City of Oakland	Human Resources Analyst	\$ 6,466	\$ 7,939	22.8%
City of San Jose	Analyst II	\$ 6,289	\$ 7,642	21.5%
Sonoma County	Human Resources Analyst II	\$ 6,072	\$ 7,380	21.5%
East Bay Regional Park District Rank		14/17	Market Value	Percent +/-
Coefficient of Variance		13%		
Number of Observations		16		
Variability		High		
Labor Market Mean			\$ 9,265	-12.31%
Labor Market Median			\$ 9,159	-11.03%
25th Percentile			\$ 8,877	-7.61%
75th Percentile			\$ 9,727	-17.92%
Percentile Rank			16	

Attachment: Exhibit A to Proposed Consulting Services Agreement (2373 : Consulting Services Agreement with Ralph Andersen & Associates)

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Information Services Network Manager

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
East Bay MUD	Information Systems Division Manager	\$ 12,448	\$ 17,981	44.4%
City and County of San Francisco	Manager V	\$ 12,103	\$ 15,453	27.7%
Santa Clara County	Information Systems Manager III	\$ 11,635	\$ 14,185	21.9%
City of Berkeley	Information Systems Manager	\$ 11,225	\$ 13,567	20.9%
Marin County	Enterprise Systems Manager	\$ 10,911	\$ 13,260	21.5%
City of Oakland	Information Systems Manager I	\$ 10,122	\$ 12,429	22.8%
City of Hayward	Information Technology Manager	\$ 10,057	\$ 12,227	21.6%
San Mateo County	Information Technology Manager	\$ 9,429	\$ 11,788	25.0%
Midpeninsula Regional Open Space District	Information Technology Program Administrator	\$ 9,115	\$ 11,385	24.9%
Sonoma County	Information Systems Project Manager	\$ 9,295	\$ 11,298	21.6%
East Bay Regional Park District	Information Services Network Manager	\$ 8,679	\$ 11,067	27.5%
Contra Costa County	Network Manager	\$ 8,249	\$ 11,055	34.0%
City of San Jose	Program Manager I	\$ 7,999	\$ 9,851	23.1%
Alameda County	No Comparable Class			
City of Fremont	No Comparable Class			
City of Pleasanton	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
East Bay Regional Park District Rank		11/13		
Coefficient of Variance		17%		
Number of Observations		12		
Variability		High		
Labor Market Mean			\$ 12,873	-16.32%
Labor Market Median			\$ 12,328	-11.39%
25th Percentile			\$ 11,363	-2.67%
75th Percentile			\$ 13,721	-23.98%
Percentile Rank			10	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Maintenance Superintendent

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City and County of San Francisco	Manager V	\$ 12,103	\$ 15,453	27.7%
City of Oakland	Manager, Building Services	\$ 11,718	\$ 14,388	22.8%
East Bay Regional Park District	Maintenance Superintendent	\$ 9,994	\$ 12,749	27.6%
San Mateo County	Facilities Services Manager	\$ 9,903	\$ 12,379	25.0%
East Bay MUD	Assistant Construction & Maintenance Supt	\$ 10,657	\$ 12,338	15.8%
Santa Clara County	Assistant Manager, Building Operations	\$ 10,050	\$ 12,217	21.6%
City of Pleasanton	Operations Superintendent		\$ 12,051	
Alameda County	Facilities Manager	\$ 8,511	\$ 11,937	40.3%
City of Berkeley	Facilities Maintenance Superintendent	\$ 9,856	\$ 11,909	20.8%
City of San Jose	Building Management Administrator	\$ 9,489	\$ 11,898	25.4%
City of Hayward	Facilities & Building Manager	\$ 9,495	\$ 11,541	21.5%
Midpeninsula Regional Open Space District	Area Manager	\$ 9,115	\$ 11,385	24.9%
Contra Costa County	Facilities Maintenance Manager	\$ 8,894	\$ 10,810	21.6%
City of Fremont	Street Maintenance Manager	\$ 7,996	\$ 10,795	35.0%
Livermore Area Recreation and Park District	No Comparable Class			
Marin County	No Comparable Class			
Sonoma County	No Comparable Class			
East Bay Regional Park District Rank		3/14	Market Value	Percent +/-
Coefficient of Variance		11%		
Number of Observations		13		
Variability		Moderate		
Labor Market Mean			\$ 12,239	4.00%
Labor Market Median			\$ 11,937	6.36%
25th Percentile			\$ 11,541	9.48%
75th Percentile			\$ 12,338	3.22%
Percentile Rank			85	

Attachment: Exhibit A to Proposed Consulting Services Agreement (2373 : Consulting Services Agreement with Ralph Andersen & Associates)

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Management Analyst

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
Sonoma County	Principal Administrative Analyst	\$ 9,356	\$ 11,371	21.5%
Midpeninsula Regional Open Space District	Senior Management Analyst	\$ 8,680	\$ 10,842	24.9%
City of San Jose	Senior Executive Analyst	\$ 7,083	\$ 10,820	52.8%
San Mateo County	Senior Management Analyst	\$ 8,552	\$ 10,693	25.0%
City of Berkeley	Senior Management Analyst	\$ 8,722	\$ 10,542	20.9%
East Bay Regional Park District	Management Analyst	\$ 8,265	\$ 10,542	27.6%
City of Hayward	Senior Management Analyst	\$ 8,642	\$ 10,501	21.5%
Contra Costa County	Senior Management Analyst	\$ 6,767	\$ 10,497	55.1%
East Bay MUD	Management Analyst II	\$ 8,966	\$ 10,379	15.8%
City of Fremont	Management Analyst II	\$ 7,609	\$ 10,272	35.0%
Santa Clara County	Senior Management Analyst	\$ 8,227	\$ 10,005	21.6%
City of Pleasanton	Management Analyst		\$ 9,955	
City and County of San Francisco	Senior Administrative Analyst	\$ 8,175	\$ 9,934	21.5%
City of Oakland	City Administrator Analyst	\$ 6,078	\$ 9,117	50.0%
Marin County	Administrative Analyst II	\$ 7,287	\$ 8,812	20.9%
Alameda County	Management Analyst	\$ 6,219	\$ 8,337	34.1%
Livermore Area Recreation and Park District	No Comparable Class			
East Bay Regional Park District Rank		6/16	Market Value	Percent +/-
Coefficient of Variance		8%		
Number of Observations		15		
Variability		Moderate		
Labor Market Mean			\$ 10,139	3.83%
Labor Market Median			\$ 10,379	1.55%
25th Percentile			\$ 9,945	5.67%
75th Percentile			\$ 10,618	-0.72%
Percentile Rank			71	

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**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Park Unit Manager

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City of Oakland	Manager, Parks & Recreation Zone	\$ 11,718	\$ 14,388	22.8%
City of Pleasanton	Operations Superintendent		\$ 13,700	
San Mateo County	Park Superintendent	\$ 10,913	\$ 13,643	25.0%
East Bay Regional Park District	Park Unit Manager	\$ 9,994	\$ 12,749	27.6%
City and County of San Francisco	Manager II	\$ 9,698	\$ 12,378	27.6%
City of Berkeley	Parks Superintendent	\$ 9,856	\$ 11,909	20.8%
Marin County	Park/Open Space Superintendent	\$ 9,792	\$ 11,901	21.5%
Santa Clara County	Manager of Park Maintenance Services	\$ 9,482	\$ 11,525	21.6%
Midpeninsula Regional Open Space District	Area Manager	\$ 9,115	\$ 11,385	24.9%
Livermore Area Recreation and Park District	Park and Facilities Manager	\$ 8,993	\$ 10,929	21.5%
City of San Jose	Parks Manager	\$ 8,916	\$ 10,865	21.9%
City of Fremont	Parks/Urban Landscape Manager	\$ 7,996	\$ 10,795	35.0%
Sonoma County	Parks and Grounds Maintenance Manager	\$ 8,512	\$ 10,347	21.6%
Alameda County	No Comparable Class			
City of Hayward	No Comparable Class			
Contra Costa County	No Comparable Class			
East Bay MUD	No Comparable Class			
East Bay Regional Park District Rank		4/13		
Coefficient of Variance		11%		
Number of Observations		12	Market Value	Percent +/-
Variability		Moderate		
Labor Market Mean			\$ 11,980	6.03%
Labor Market Median			\$ 11,713	8.12%
25th Percentile			\$ 10,913	14.40%
75th Percentile			\$ 12,694	0.43%
Percentile Rank			75	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Police Captain

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City of Fremont	Police Captain	\$ 14,699	\$ 19,843	35.0%
City of Hayward	Police Captain	\$ 14,548	\$ 17,680	21.5%
Santa Clara County	Captain	\$ 13,747	\$ 17,638	28.3%
City and County of San Francisco	Police Captain		\$ 17,461	
City of Oakland	Captain of Police		\$ 17,391	
City of San Jose	Police Captain	\$ 13,969	\$ 16,975	21.5%
City of Berkeley	Police Captain	\$ 14,786	\$ 16,858	14.0%
East Bay Regional Park District	Police Captain	\$ 13,205	\$ 16,851	27.6%
City of Pleasanton	Police Captain		\$ 16,475	
San Mateo County	Sheriff's Captain	\$ 13,055	\$ 16,319	25.0%
Alameda County	Captain	\$ 13,406	\$ 16,285	21.5%
Marin County	Sheriff's Captain	\$ 13,768	\$ 15,181	10.3%
Contra Costa County	Captain	\$ 11,556	\$ 14,749	27.6%
Sonoma County	Sheriff's Captain	\$ 11,775	\$ 14,312	21.6%
East Bay MUD	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Midpeninsula Regional Open Space District	No Comparable Class			
East Bay Regional Park District Rank		8/14	Market Value	Percent +/-
Coefficient of Variance		9%		
Number of Observations		13		
Variability		Moderate		
Labor Market Mean			\$ 16,705	0.87%
Labor Market Median			\$ 16,858	-0.04%
25th Percentile			\$ 16,285	3.36%
75th Percentile			\$ 17,461	-3.62%
Percentile Rank			50	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Police Lieutenant

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City of Fremont	Police Lieutenant	\$ 12,762	\$ 17,228	35.0%
City of Berkeley	Police Lieutenant	\$ 12,906	\$ 14,706	13.9%
City of San Jose	Police Lieutenant	\$ 12,066	\$ 14,673	21.6%
City of Oakland	Lieutenant of Police		\$ 14,417	
Alameda County	Lieutenant	\$ 12,853	\$ 14,161	10.2%
San Mateo County	Sheriff's Lieutenant	\$ 11,279	\$ 14,101	25.0%
City of Pleasanton	Police Lieutenant		\$ 14,030	
East Bay Regional Park District	Police Lieutenant	\$ 10,988	\$ 14,019	27.6%
City and County of San Francisco	Police Lieutenant		\$ 13,819	
City of Hayward	Police Lieutenant	\$ 12,873	\$ 13,499	4.9%
Marin County	Sheriff's Lieutenant	\$ 11,905	\$ 13,132	10.3%
Santa Clara County	Sheriff's Lieutenant	\$ 10,635	\$ 12,929	21.6%
Contra Costa County	Lieutenant	\$ 9,805	\$ 12,514	27.6%
Sonoma County	Sheriff's Lieutenant	\$ 10,256	\$ 12,467	21.6%
East Bay MUD	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Midpeninsula Regional Open Space District	No Comparable Class			
East Bay Regional Park District Rank		8/14	Market Value	Percent +/-
Coefficient of Variance		9%		
Number of Observations		13		
Variability		Moderate		
Labor Market Mean			\$ 13,975	0.31%
Labor Market Median			\$ 14,030	-0.08%
25th Percentile			\$ 13,132	6.33%
75th Percentile			\$ 14,417	-2.84%
Percentile Rank			50	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Risk Manager

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
East Bay MUD	Risk Manager	\$ 10,473	\$ 15,128	44.4%
City of Oakland	Claims and Risk Manager	\$ 11,721	\$ 14,392	22.8%
City of Fremont	Risk Manager	\$ 10,641	\$ 14,366	35.0%
Alameda County	Director, Risk Management	\$ 10,284	\$ 13,125	27.6%
Santa Clara County	Occupational Safety Environmental Compliance Prog	\$ 10,715	\$ 13,029	21.6%
City and County of San Francisco	Safety Officer	\$ 10,489	\$ 12,747	21.5%
City of San Jose	Risk Manager	\$ 8,747	\$ 12,360	41.3%
Marin County	Risk Manager	\$ 9,986	\$ 12,083	21.0%
Contra Costa County	Risk Manager	\$ 9,175	\$ 11,179	21.8%
East Bay Regional Park District	Risk and Safety Manager	\$ 8,679	\$ 11,067	27.5%
Sonoma County	Risk Manager	\$ 8,968	\$ 10,900	21.5%
City of Berkeley	Occupational Health & Safety Officer	\$ 8,424	\$ 10,179	20.8%
City of Hayward	No Comparable Class			
City of Pleasanton	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Midpeninsula Regional Open Space District	No Comparable Class			
San Mateo County	No Comparable Class			
East Bay Regional Park District Rank		10/12	Market Value	Percent +/-
Coefficient of Variance		12%		
Number of Observations		11		
Variability		Moderate		
Labor Market Mean			\$ 12,681	-14.58%
Labor Market Median			\$ 12,747	-15.17%
25th Percentile			\$ 11,631	-5.09%
75th Percentile			\$ 13,746	-24.20%
Percentile Rank			16	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Trails Develop Program Manager

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
East Bay Regional Park District	Trails Develop Program Manager	\$ 8,679	\$ 11,067	27.5%
Alameda County	No Comparable Class			
City and County of San Francisco	No Comparable Class			
City of Berkeley	No Comparable Class			
City of Fremont	No Comparable Class			
City of Hayward	No Comparable Class			
City of Oakland	No Comparable Class			
City of Pleasanton	No Comparable Class			
City of San Jose	No Comparable Class			
Contra Costa County	No Comparable Class			
East Bay MUD	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Marin County	No Comparable Class			
Midpeninsula Regional Open Space District	No Comparable Class			
San Mateo County	No Comparable Class			
Santa Clara County	No Comparable Class			
Sonoma County	No Comparable Class			
East Bay Regional Park District Rank		--		
Coefficient of Variance		I.D.		
Number of Observations		0		
Variability			Market Value	Percent +/-
Labor Market Mean			I.D.	--
Labor Market Median			I.D.	--
25th Percentile			I.D.	--
75th Percentile			I.D.	--
Percentile Rank			--	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Wildland Veg Program Manager

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
City and County of San Francisco	Manager II	\$ 9,698	\$ 12,378	27.6%
East Bay Regional Park District	Wildland Veg Program Manager	\$ 8,679	\$ 11,067	27.5%
Alameda County	No Comparable Class			
City of Berkeley	No Comparable Class			
City of Fremont	No Comparable Class			
City of Hayward	No Comparable Class			
City of Oakland	No Comparable Class			
City of Pleasanton	No Comparable Class			
City of San Jose	No Comparable Class			
Contra Costa County	No Comparable Class			
East Bay MUD	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Marin County	No Comparable Class			
Midpeninsula Regional Open Space District	No Comparable Class			
San Mateo County	No Comparable Class			
Santa Clara County	No Comparable Class			
Sonoma County	No Comparable Class			
East Bay Regional Park District Rank		--		
Coefficient of Variance		I.D.		
Number of Observations		1	Market Value	Percent +/-
Variability				
Labor Market Mean			I.D.	--
Labor Market Median			I.D.	--
25th Percentile			I.D.	--
75th Percentile			I.D.	--
Percentile Rank			--	

**EAST BAY REGIONAL PARK DISTRICT
LABOR MARKET SALARY SURVEY**

Statistics computed using range Control Point/Max

Wildlife Program Manager

Agency	Comparable Class Title	Minimum	C.P./Max	Spread
Sonoma County	Water Agency Environmental Resources Mgr	\$ 10,528	\$ 12,798	21.6%
City and County of San Francisco	Manager II	\$ 9,698	\$ 12,378	27.6%
East Bay MUD	Supervising Fisheries/Wildlife Biologist	\$ 9,895	\$ 11,455	15.8%
San Mateo County	Natural Resources Manager	\$ 8,980	\$ 11,225	25.0%
East Bay Regional Park District	Wildlife Program Manager	\$ 8,679	\$ 11,067	27.5%
Midpeninsula Regional Open Space District	Resource Management Specialist III	\$ 8,268	\$ 10,324	24.9%
Santa Clara County	Parks Natural Resources Program Supervisor	\$ 7,950	\$ 9,666	21.6%
Alameda County	No Comparable Class			
City of Berkeley	No Comparable Class			
City of Fremont	No Comparable Class			
City of Hayward	No Comparable Class			
City of Oakland	No Comparable Class			
City of Pleasanton	No Comparable Class			
City of San Jose	No Comparable Class			
Contra Costa County	No Comparable Class			
Livermore Area Recreation and Park District	No Comparable Class			
Marin County	No Comparable Class			
East Bay Regional Park District Rank		5/7	Market Value	Percent +/-
Coefficient of Variance		11%		
Number of Observations		6		
Variability		Moderate		
Labor Market Mean			\$ 11,308	-2.17%
Labor Market Median			\$ 11,340	-2.46%
25th Percentile			\$ 10,549	4.68%
75th Percentile			\$ 12,147	-9.76%
Percentile Rank			37	

APPENDIX B TOTAL COMPENSATION DATA SHEETS

SAMPLE

East Bay Regional Park District
Labor Market Summary - Median Total Compensation

Class Title	# of Obs.	Base	Base + Cash	Gain/Loss	Base + Cash + Insurance	Gain/Loss	Total Gain/Loss	Total Comp (Cash + Ins. + Ret.)	Gain/Loss	Total Gain/Loss
Accounting Manager	10	-8.3%	-8.3%	0.0%	-9.4%	-1.1%	-1.1%	-14.4%	-5.0%	-6.1%
Administrative Support Manager	10	-3.5%	-4.0%	-0.5%	-3.3%	0.8%	0.3%	3.1%	6.4%	6.6%
AGM, District Counsel	15	-11.8%	-11.8%	0.0%	-10.4%	1.4%	1.4%	-9.6%	0.8%	2.2%
AGM, Finance & Management Svcs/CP	15	-4.3%	-9.8%	-5.4%	-7.2%	2.5%	-2.9%	-6.1%	1.2%	-1.7%
AGM, Operations	13	7.2%	7.2%	0.0%	3.4%	-3.9%	-3.9%	9.4%	6.1%	2.2%
AGM, Plan/Stew/Des/Con	15	1.2%	-1.5%	-2.7%	-1.2%	0.3%	-2.4%	1.6%	2.8%	0.3%
AGM, Public Safety	13	-7.3%	-9.5%	-2.1%	-6.6%	2.9%	0.7%	-41.5%	-34.9%	-34.2%
Assistant District Counsel II	15	-7.5%	-11.7%	-4.2%	-9.2%	2.5%	-1.7%	-8.1%	1.1%	-0.6%
Assistant Finance Officer	13	-18.3%	-20.7%	-2.4%	-15.4%	5.3%	2.9%	-15.2%	0.3%	3.2%
Audit Manager	10	-12.6%	-12.6%	0.0%	-10.8%	1.8%	1.8%	-10.5%	0.4%	2.2%
Budget Manager	12	-8.6%	-8.6%	0.0%	-7.2%	1.4%	1.4%	-7.5%	-0.3%	1.1%
Chief Information Officer	12	-2.4%	-3.4%	-1.0%	-1.5%	1.9%	0.9%	0.0%	1.6%	2.5%
Chief, Design & Construction	14	-14.1%	-18.1%	-4.0%	-15.0%	3.1%	-0.8%	-20.9%	-5.9%	-6.8%
Chief, Human Resources Officer	15	-8.7%	-8.7%	0.0%	-7.4%	1.4%	1.4%	-11.7%	-4.4%	-3.0%
Chief, Land Acquisition	10	1.7%	1.2%	-0.5%	-0.7%	-1.8%	-2.3%	7.3%	8.0%	5.6%
Chief, Maint & Skilled Trades	12	-11.5%	-15.4%	-3.8%	-12.3%	3.1%	-0.8%	-13.3%	-1.0%	-1.8%
Chief, Park Operations	11	0.1%	-1.2%	-1.3%	1.3%	2.6%	1.2%	-0.2%	-1.5%	-0.3%
Chief, Planning	15	-9.3%	-11.5%	-2.2%	-9.8%	1.7%	-0.5%	-8.3%	1.5%	1.0%
Communications and Records Mgr	12	0.7%	-4.7%	-5.4%	-4.8%	-0.1%	-5.5%	-3.0%	1.7%	-3.8%
Community Relations Manager	12	-3.3%	-4.3%	-1.0%	-1.7%	2.6%	1.6%	-2.0%	-0.3%	1.3%
Deputy General Manager	14	8.1%	3.5%	-4.7%	3.7%	0.3%	-4.4%	3.1%	-0.6%	-5.0%
Environmental Services Manager	11	-10.4%	-19.6%	-9.2%	-16.8%	2.9%	-6.4%	-11.6%	5.2%	-1.1%
Fleet Manager	12	0.0%	0.0%	0.0%	1.5%	1.4%	1.4%	0.2%	-1.3%	0.2%
General Manager	15	5.0%	-2.8%	-7.9%	-1.4%	1.4%	-6.5%	-1.9%	-0.5%	-7.0%
Human Resources Analyst I	16	-11.0%	-14.0%	-2.9%	-10.3%	3.7%	0.7%	-9.0%	1.3%	2.0%
Information Services Network Manager	12	-11.4%	-11.4%	0.0%	-8.4%	3.0%	3.0%	-13.9%	-5.5%	-2.5%
Maintenance Superintendent	13	6.4%	3.6%	-2.8%	3.5%	-0.1%	-2.9%	4.1%	0.6%	-2.3%
Management Analyst	15	1.5%	0.4%	-1.2%	0.3%	-0.1%	-1.3%	2.0%	1.7%	0.4%
Park Unit Manager	12	8.1%	8.1%	0.0%	5.9%	-2.2%	-2.2%	9.0%	3.1%	0.9%
Police Captain	13	0.0%	-4.1%	-4.1%	-2.3%	1.9%	-2.2%	-27.5%	-25.2%	-27.5%
Police Lieutenant	13	-0.1%	-2.1%	-2.0%	-1.9%	0.2%	-1.8%	-26.8%	-24.9%	-26.7%
Risk Manager	11	-15.2%	-15.2%	0.0%	-10.6%	4.6%	4.6%	-9.4%	1.2%	5.7%
Management Average	13	-4.4%	-6.6%	-2.2%	-5.2%	1.4%	-0.8%	-7.3%	-2.1%	-2.9%

Key to Headers on Benefit Data Sheets

Survey Class - The Park District's survey job title

Survey Agency - The survey agencies used in the survey sorted alphabetically

Comparable Class - The job title determined to be comparable to the Park District's job classification

Range Max. - The maximum (top step) monthly base salary (not including longevity, merit, or performance pay)

Long. - Longevity pay; additional base salary for years of service, the maximum level in monthly dollars

Def. Comp. - Deferred Compensation; employer paid deferred compensation contributions (including matching contributions); monthly dollars

Ret. Pickup - Retirement Pick-up; retirement contributions paid by the employer on behalf of the employee (EPMC) for classic tier (in effect December 2012)

Base + Cash - The cumulative total of Base Salary and Cash Benefits

Health - The maximum monthly health insurance benefit paid by the employer for EE+2 (family) coverage, not including rarely used plans

Dental - The maximum monthly dental insurance benefit paid by the employer for EE+2 (family) coverage, not including rarely used plans

Vision - The maximum monthly vision benefit paid by the employer for EE+2 (if applicable), not including rarely used plans

Base + Cash + Ins. - The cumulative total of Base Salary, Cash Benefits, and Insurance Benefits

Emp. Ret. - The monthly cost of Employer Retirement (normal cost and unfunded actuarial liability) for classic tier (in effect December 2012)

EE Cont to ER - The monthly cost of additional retirement contributions made by the employee towards the employer costs for classic tier (in effect December 2012)

Ret. Form. - The retirement formula for the classic tier (in effect December 2012)

Base + Cash + Ins. + Ret. - The cumulative total of Base Salary, Cash Benefits, Insurance Benefits, and Retirement Benefits

Statistics

Mean/%+/-: The average of the survey data; the percentage above or below the mean

Median/%+/-: This statistic represents the middle of the labor market. As such, half of the data is above the median and half is below the median.

75th Percentile/%+/-: This measurement is similar to the median except a different percentage of data is above a specific point in the ranking and the balance of data is below this point (i.e., for the 75th percentile, 25% of the data is above this point and 75% is below). The percentiles are calculated using an Excel spreadsheet function.

%+/- The percent above/below the referenced statistic with negative numbers indicating the Park District is below the market statistic.

Gain/Loss - The percentage gain/loss from each subtotal to the prior subtotal.

**East Bay Regional Park District
Accounting Manager**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	No Comparable Class													
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	Manager I	\$11,529				\$11,529	\$2,044	\$166		\$13,739	\$2,279		2.3@62	\$16,018
Alameda County	No Comparable Class													
Contra Costa County	No Comparable Class													
Marin County	Accounting Unit Manager	\$10,424				\$10,424	\$1,786	inc	inc	\$12,210	\$2,394		2@61.25	\$14,605
San Mateo County	Financial Services Manager I	\$10,693	\$214			\$10,907	\$1,650	\$127	\$16	\$12,700	\$3,258	(\$321)	2@55.5	\$15,638
Santa Clara County	Controller Treasurer Acct Manager	\$11,538				\$11,538	\$2,785	\$118	\$10	\$14,450	\$2,713	(\$924)	2.5@55	\$16,239
Sonoma County	No Comparable Class													
City of Oakland	Principal Financial Analyst	\$12,429				\$12,429	\$1,997	\$106	\$22	\$14,555	\$5,248		2.5@55	\$19,803
City of Fremont	Finance Operations Manager	\$14,114		\$282		\$14,396	\$2,230	\$128	\$30	\$16,785	\$4,407		2@60	\$21,192
City of Berkeley	Accounting Manager	\$12,441	\$373	\$181	\$995	\$13,990	\$2,066	\$170		\$16,226	\$4,041	(\$995)	2.7@55	\$19,272
City of Hayward	Accounting Manager	\$12,724				\$12,724	\$1,798	\$148	\$14	\$14,685	\$3,976	(\$382)	2.5@55	\$18,279
City of Pleasanton	No Comparable Class													
City of San Jose	Program Manager I	\$9,851				\$9,851	\$1,602	\$150	\$16	\$11,618	\$9,768		2.5@55	\$21,386
East Bay MUD	Accounting Systems Supervisor	\$12,646	\$474			\$13,120	\$1,891	\$214	\$24	\$15,248	\$4,636		2.6@62	\$19,884
East Bay Regional Park District	Accounting Manager	\$11,067				\$11,067	\$1,997	\$195		\$13,260	\$3,154		2.5@55	\$16,414
	Average	\$11,839				\$12,091				\$14,222				\$18,232
	% +/-	-7.0%				-9.2%				-7.3%				-11.1%
	Median	\$11,984				\$11,984				\$14,502				\$18,775
	% +/-	-8.3%				-8.3%				-9.4%				-14.4%
	75th Percenile	\$12,595				\$13,021				\$15,107				\$19,864
	% +/-	-13.8%				-17.7%				-13.9%				-21.0%
			Median Gain/Loss				0.0%				-1.1%			
											-5.0%			

**East Bay Regional Park District
Administrative Support Manager**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	District Clerk/Assistant to the GM	\$11,385	\$114			\$11,499	\$2,020	\$118	\$10	\$13,646	\$2,138		2.5@55	\$15,784
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	Manager I	\$11,529				\$11,529	\$2,044	\$166		\$13,739	\$2,279		2.3@62	\$16,018
Alameda County	No Comparable Class													
Contra Costa County	No Comparable Class													
Marin County	No Comparable Class													
San Mateo County	County Manager Office Manager	\$9,235	\$185			\$9,420	\$1,650	\$127	\$16	\$11,214	\$2,814	(\$277)	2@55.5	\$13,750
Santa Clara County	Secretary to County Executive	\$10,459				\$10,459	\$2,785	\$118	\$10	\$13,372	\$2,460	(\$838)	2.5@55	\$14,993
Sonoma County	Department Administrative Services Director	\$10,747		\$430		\$11,177	\$1,779	\$90	\$15	\$13,061	\$2,042	(\$326)	3@60	\$14,777
City of Oakland	Manager, Agency Administrative	\$14,388				\$14,388	\$1,997	\$106	\$22	\$16,513	\$6,076		2.5@55	\$22,589
City of Fremont	No Comparable Class													
City of Berkeley	Assistant to the City Manager	\$14,103	\$423	\$181	\$1,128	\$15,836	\$2,066	\$170		\$18,072	\$4,581	(\$1,128)	2.7@55	\$21,524
City of Hayward	Assistant to City Manager	\$10,613				\$10,613	\$1,798	\$148	\$14	\$12,573	\$3,316	(\$318)	2.5@55	\$15,571
City of Pleasanton	Assistant to the City Manager	\$11,841		\$237		\$12,078	\$2,078	\$141	\$23	\$14,320	\$3,912		2.7@55	\$18,232
City of San Jose	No Comparable Class													
East Bay MUD	Assistant to the General Manager	\$11,820				\$11,820	\$1,891	\$214	\$24	\$13,948	\$4,333		2.6@62	\$18,281
East Bay Regional Park District	Administrative Support Manager	\$11,067				\$11,067	\$1,997	\$195		\$13,260	\$3,154		2.5@55	\$16,414
	Average	\$11,612				\$11,882				\$14,046				\$17,152
	% +/-	-4.9%				-7.4%				-5.9%				-4.5%
	Median	\$11,457				\$11,514				\$13,693				\$15,901
	% +/-	-3.5%				-4.0%				-3.3%				3.1%
	75th Percenile	\$11,836				\$12,013				\$14,227				\$18,269
	% +/-	-6.9%				-8.5%				-7.3%				-11.3%
			Median Gain/Loss				-0.5%				0.8%			
											6.4%			

**East Bay Regional Park District
AGM, District Counsel**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	General Counsel	\$18,792	\$188			\$18,980	\$2,020	\$118	\$10	\$21,127	\$3,529		2.5@55	\$24,657
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	City Attorney	\$24,152				\$24,152	\$2,044	\$166		\$26,362	\$4,775		2.3@62	\$31,137
Alameda County	County Counsel	\$25,828		\$775	\$775	\$27,378	\$1,803	\$124		\$29,305	\$5,571		2.09@62	\$34,876
Contra Costa County	County Counsel	\$23,436	\$1,641	\$235		\$25,312	\$1,825	\$77		\$27,214	\$6,827		2@55	\$34,041
Marin County	County Counsel	\$22,114				\$22,114	\$1,786	inc	inc	\$23,900	\$5,080		2@61.25	\$28,979
San Mateo County	County Counsel	\$28,078	\$562			\$28,640	\$1,650	\$127	\$16	\$30,433	\$8,555	(\$842)	2@55.5	\$38,147
Santa Clara County	County Counsel	\$27,838		\$1,583		\$29,421	\$2,785	\$118	\$10	\$32,334	\$6,547	(\$816)	2.5@55	\$38,064
Sonoma County	County Counsel	\$20,073		\$803		\$20,876	\$1,779	\$90	\$15	\$22,760	\$3,814	(\$608)	3@60	\$25,966
City of Oakland	City Attorney	\$19,105				\$19,105	\$1,997	\$106	\$22	\$21,230	\$8,067		2.5@55	\$29,298
City of Fremont	City Attorney	\$25,223		\$1,583		\$26,806	\$2,230	\$128	\$30	\$29,195	\$7,876		2@60	\$37,070
City of Berkeley	City Attorney	\$19,818	\$595	\$181	\$1,585	\$22,179	\$2,066	\$170		\$24,415	\$6,437	(\$1,585)	2.7@55	\$29,266
City of Hayward	City Attorney	\$18,715				\$18,715	\$2,311	\$148	\$14	\$21,188	\$5,848	(\$936)	2.5@55	\$26,101
City of Pleasanton	City Attorney	\$17,500		\$350		\$17,850	\$2,078	\$141	\$23	\$20,092	\$5,782		2.7@55	\$25,874
City of San Jose	City Attorney	\$26,523				\$26,523	\$1,602	\$150	\$16	\$28,290	\$26,300		2.5@55	\$54,590
East Bay MUD	General Counsel	\$22,815				\$22,815	\$1,891	\$214	\$24	\$24,943	\$8,364		2.6@62	\$33,307
East Bay Regional Park District	AGM, District Counsel	\$20,400				\$20,400	\$1,997	\$195		\$22,592	\$5,813		2.5@55	\$28,405
	Average	\$22,667				\$23,391				\$25,519				\$32,758
	% +/-	-11.1%				-14.7%				-13.0%				-15.3%
	Median	\$22,815				\$22,815				\$24,943				\$31,137
	% +/-	-11.8%				-11.8%				-10.4%				-9.6%
	75th Percenile	\$25,526				\$26,664				\$28,743				\$35,973
	% +/-	-25.1%				-30.7%				-27.2%				-26.6%

Median Gain/Loss

0.0%

1.4%

0.8%

East Bay Regional Park District
AGM, Finance & Management Svcs/CFO

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	CFO/Administrative Services Director	\$16,820	\$841			\$17,661	\$2,020	\$118	\$10	\$19,809	\$3,159		2.5@55	\$22,967
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	Deputy Director IV	\$18,880				\$18,880	\$2,044	\$166		\$21,091	\$3,733		2.3@62	\$24,823
Alameda County	Deputy County Administrator	\$24,551			\$737	\$25,287	\$1,803	\$124		\$27,214	\$5,296		2.09@62	\$32,510
Contra Costa County	County Finance Director	\$23,929	\$1,196	\$235		\$25,360	\$1,825	\$77		\$27,262	\$6,970		2@55	\$34,233
Marin County	Director of Finance	\$19,261				\$19,261	\$1,786	inc	inc	\$21,047	\$4,424		2@61.25	\$25,471
San Mateo County	Controller - Elective	\$19,353	\$387			\$19,740	\$1,650	\$127	\$16	\$21,533	\$5,897	(\$581)	2@55.5	\$26,850
Santa Clara County	Director, Finance Agency	\$23,918		\$1,583		\$25,502	\$2,785	\$118	\$10	\$28,414	\$5,625	(\$701)	2.5@55	\$33,338
Sonoma County	Auditor/Controller/Treasurer/Tax Collector	\$19,574		\$783		\$20,357	\$1,779	\$90	\$15	\$22,241	\$3,719	(\$593)	3@60	\$25,367
City of Oakland	Director of Finance	\$21,246				\$21,246	\$1,997	\$106	\$22	\$23,371	\$8,971		2.5@55	\$32,343
City of Fremont	Finance Director	\$19,146		\$333		\$19,479	\$2,230	\$128	\$30	\$21,868	\$5,978		2@60	\$27,846
City of Berkeley	Director of Finance	\$18,588	\$558	\$181	\$1,487	\$20,813	\$2,066	\$170		\$23,049	\$6,037	(\$1,487)	2.7@55	\$27,599
City of Hayward	Director of Finance	\$17,013				\$17,013	\$2,311	\$148	\$14	\$19,486	\$5,316	(\$851)	2.5@55	\$23,952
City of Pleasanton	Finance Director	\$16,304		\$326		\$16,630	\$2,078	\$141	\$23	\$18,872	\$5,387		2.7@55	\$24,259
City of San Jose	Finance Director	\$20,544				\$20,544	\$1,602	\$150	\$16	\$22,312	\$20,372		2.5@55	\$42,684
East Bay MUD	Director, Finance	\$21,908				\$21,908	\$1,891	\$214	\$24	\$24,036	\$8,031		2.6@62	\$32,068
East Bay Regional Park District	AGM, Finance & Management Svcs	\$18,547				\$18,547	\$1,997	\$195		\$20,739	\$5,285		2.5@55	\$26,024
	Average	\$20,069				\$20,645				\$22,774				\$29,087
	% +/-	-8.2%				-11.3%				-9.8%				-11.8%
	Median	\$19,353				\$20,357				\$22,241				\$27,599
	% +/-	-4.3%				-9.8%				-7.2%				-6.1%
	75th Percenile	\$21,577				\$21,577				\$23,704				\$32,426
	% +/-	-16.3%				-16.3%				-14.3%				-24.6%

Median Gain/Loss

-5.4%

2.5%

1.2%

**East Bay Regional Park District
AGM, Operations**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	Assistant General Manager	\$16,820	\$841			\$17,661	\$2,020	\$118	\$10	\$19,809	\$3,159		2.5@55	\$22,967
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	Deputy Director IV	\$18,880				\$18,880	\$2,044	\$166		\$21,091	\$3,733		2.3@62	\$24,823
Alameda County	No Comparable Class													
Contra Costa County	No Comparable Class													
Marin County	Director Parks and Open Space	\$17,886				\$17,886	\$1,786	inc	inc	\$19,672	\$4,108		2@61.25	\$23,781
San Mateo County	Director of Parks and Recreation	\$20,157	\$403			\$20,560	\$1,650	\$127	\$16	\$22,354	\$6,142	(\$605)	2@55.5	\$27,891
Santa Clara County	Director of Parks and Recreation	\$18,923				\$18,923	\$2,785	\$118	\$10	\$21,835	\$4,450	(\$555)	2.5@55	\$25,730
Sonoma County	Director of Regional Parks	\$15,142		\$606		\$15,748	\$1,779	\$90	\$15	\$17,632	\$2,877	(\$459)	3@60	\$20,050
City of Oakland	Director of Public Works	\$21,246				\$21,246	\$1,997	\$106	\$22	\$23,371	\$8,971		2.5@55	\$32,343
City of Fremont	Community Services Director	\$19,146		\$333		\$19,479	\$2,230	\$128	\$30	\$21,868	\$5,978		2@60	\$27,846
City of Berkeley	Director of Parks & Waterfront	\$19,377	\$581	\$181	\$1,550	\$21,689	\$2,066	\$170		\$23,925	\$6,293	(\$1,550)	2.7@55	\$28,668
City of Hayward	Director of Maintenance Services	\$16,290				\$16,290	\$2,311	\$148	\$14	\$18,763	\$5,090	(\$814)	2.5@55	\$23,039
City of Pleasanton	Director of Operations and Water Utilities	\$16,205		\$324		\$16,529	\$2,078	\$141	\$23	\$18,771	\$5,354		2.7@55	\$24,125
City of San Jose	Director of Parks, Recreation, & Neighborhood	\$20,544				\$20,544	\$1,602	\$150	\$16	\$22,312	\$20,372		2.5@55	\$42,684
East Bay MUD	Director of Operations & Maintenance	\$21,908				\$21,908	\$1,891	\$214	\$24	\$24,036	\$8,031		2.6@62	\$32,068
East Bay Regional Park District	AGM, Operations	\$20,400				\$20,400	\$1,997	\$195		\$22,592	\$5,813		2.5@55	\$28,405
	Average	\$18,656				\$19,026				\$21,188				\$27,386
	% +/-	8.5%				6.7%				6.2%				3.6%
	Median	\$18,923				\$18,923				\$21,835				\$25,730
	% +/-	7.2%				7.2%				3.4%				9.4%
	75th Percenile	\$20,157				\$20,560				\$22,354				\$28,668
	% +/-	1.2%				-0.8%				1.1%				-0.9%

Median Gain/Loss

0.0%

-3.9%

6.1%

**East Bay Regional Park District
AGM, Plan/Stew/Des/Con**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	Assistant General Manager	\$16,820	\$841			\$17,661	\$2,020	\$118	\$10	\$19,809	\$3,159		2.5@55	\$22,967
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	Deputy Director IV	\$18,880				\$18,880	\$2,044	\$166		\$21,091	\$3,733		2.3@62	\$24,823
Alameda County	Director, Community Development Agency	\$19,784		\$594	\$594	\$20,971	\$1,803	\$124		\$22,898	\$4,267		2.09@62	\$27,165
Contra Costa County	Public Works Director	\$17,955	\$898	\$235		\$19,087	\$1,825	\$77		\$20,989	\$5,230		2@55	\$26,219
Marin County	Director of Community Development	\$17,293				\$17,293	\$1,786	inc	inc	\$19,079	\$3,972		2@61.25	\$23,052
San Mateo County	Director of Community Development	\$17,413	\$348			\$17,761	\$1,650	\$127	\$16	\$19,555	\$5,306	(\$522)	2@55.5	\$24,338
Santa Clara County	Director Department of Planning & Development	\$18,828				\$18,828	\$2,785	\$118	\$10	\$21,741	\$4,428	(\$552)	2.5@55	\$25,617
Sonoma County	Director Permit & Resource Management	\$15,970		\$639		\$16,609	\$1,779	\$90	\$15	\$18,493	\$3,034	(\$484)	3@60	\$21,043
City of Oakland	Director of Planning & Building	\$18,320				\$18,320	\$1,997	\$106	\$22	\$20,446	\$7,736		2.5@55	\$28,182
City of Fremont	Community Development Director	\$20,938		\$333		\$21,271	\$2,230	\$128	\$30	\$23,660	\$6,538		2@60	\$30,197
City of Berkeley	Director of Planning	\$18,588	\$558	\$181	\$1,487	\$20,813	\$2,066	\$170		\$23,049	\$6,037	(\$1,487)	2.7@55	\$27,599
City of Hayward	Director of Development Services	\$16,858				\$16,858	\$2,311	\$148	\$14	\$19,332	\$5,268	(\$843)	2.5@55	\$23,757
City of Pleasanton	Director of Community Development	\$16,988		\$340		\$17,328	\$2,078	\$141	\$23	\$19,570	\$5,612		2.7@55	\$25,182
City of San Jose	Director of Planning, Building, and Code Enforcement	\$20,544				\$20,544	\$1,602	\$150	\$16	\$22,312	\$20,372		2.5@55	\$42,684
East Bay MUD	Director, Engineering & Construction	\$21,908				\$21,908	\$1,891	\$214	\$24	\$24,036	\$8,031		2.6@62	\$32,068
East Bay Regional Park District	AGM, Plan/Stew/Des/Con	\$18,547				\$18,547	\$1,997	\$195		\$20,739	\$5,285		2.5@55	\$26,024
	Average	\$18,473				\$18,942				\$21,071				\$26,993
	% +/-	0.4%				-2.1%				-1.6%				-3.7%
	Median	\$18,320				\$18,828				\$20,989				\$25,617
	% +/-	1.2%				-1.5%				-1.2%				1.6%
	75th Percentile	\$19,332				\$20,679				\$22,605				\$27,890
	% +/-	-4.2%				-11.5%				-9.0%				-7.2%
			Median Gain/Loss				-2.7%				0.3%			
											2.8%			

**East Bay Regional Park District
AGM, Public Safety**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	No Comparable Class													
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	Chief of Police	\$28,563	\$1,714			\$30,277	\$2,044	\$166		\$32,487	\$11,530		2@50	\$44,017
Alameda County	Sheriff	\$21,434				\$21,434	\$1,803	\$124		\$23,361	\$12,783		3@55	\$36,145
Contra Costa County	Sheriff-Coroner	\$22,431	\$1,682	\$1,235		\$25,348	\$1,809	\$76		\$27,234	\$16,085		N	\$43,319
Marin County	Sheriff	\$20,335				\$20,335	\$1,786	inc	inc	\$22,121	\$7,536		3@50	\$29,658
San Mateo County	Sheriff - Elective	\$21,892	\$438			\$22,330	\$1,650	\$127	\$16	\$24,123	\$14,017	(\$1,095)	Y	\$37,046
Santa Clara County	Sheriff	\$24,989		\$1,583		\$26,572	\$2,785	\$118	\$10	\$29,485	\$11,443		3@50	\$40,928
Sonoma County	Sheriff-Coroner	\$18,728		\$749		\$19,478	\$1,779	\$90	\$15	\$21,362	\$5,399	(\$567)	3@50	\$26,194
City of Oakland	Chief of Police	\$24,923				\$24,923	\$1,997	\$106	\$22	\$27,048	\$4,631		3@55	\$31,680
City of Fremont	Police Chief	\$24,611		\$333		\$24,945	\$2,230	\$128	\$30	\$27,333	\$14,177	(\$738)	3@55	\$40,772
City of Berkeley	Police Chief	\$20,465	\$1,023	\$181		\$21,670	\$2,066	\$170		\$23,905	\$13,631	(\$409)	3@55	\$37,127
City of Hayward	Chief of Police	\$19,363				\$19,363	\$2,524	\$184	\$29	\$22,100	\$11,330	(\$1,162)	3@50	\$32,268
City of Pleasanton	Police Chief	\$18,082		\$362		\$18,444	\$2,078	\$141	\$23	\$20,686	\$3,469		3@55	\$24,155
City of San Jose	Chief of Police	\$23,327				\$23,327	\$1,602	\$150	\$16	\$25,095	\$22,756		2.5/4@50	\$47,851
East Bay MUD	No Comparable Class													
East Bay Regional Park District	AGM, Public Safety	\$20,400				\$20,400	\$2,037	\$195		\$22,631	\$4,162	(\$612)	3@55	\$26,181
	Average	\$22,242				\$22,957				\$25,103				\$36,243
	% +/-	-9.0%				-12.5%				-10.9%				-38.4%
	Median	\$21,892				\$22,330				\$24,123				\$37,046
	% +/-	-7.3%				-9.5%				-6.6%				-41.5%
	75th Percenile	\$24,611				\$24,945				\$27,234				\$40,928
	% +/-	-20.6%				-22.3%				-20.3%				-56.3%
			Median Gain/Loss				-2.1%				2.9%			
											-34.9%			

**East Bay Regional Park District
Assistant District Counsel II**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	Assistant General Counsel II	\$1,526	\$15			\$1,541	\$2,020	\$118	\$10	\$3,689	\$287		2.5@55	\$3,975
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	Confidential Chief Attorney II (Civil & Criminal)	\$22,228				\$22,228	\$2,044	\$166		\$24,438	\$4,394		2.3@62	\$28,833
Alameda County	Chief Assistant County Counsel	\$23,514		\$705	\$705	\$24,925	\$1,803	\$124		\$26,852	\$5,072		2.09@62	\$31,924
Contra Costa County	Assistant County Counsel	\$17,366	\$1,216	\$235		\$18,816	\$1,825	\$77		\$20,718	\$5,059		2@55	\$25,777
Marin County	Assistant County Counsel	\$18,113				\$18,113	\$1,786	inc	inc	\$19,899	\$4,161		2@61.25	\$24,060
San Mateo County	Assistant County Counsel	\$23,282	\$466			\$23,748	\$1,650	\$127	\$16	\$25,541	\$7,094	(\$698)	2@55.5	\$31,937
Santa Clara County	Assistant County Counsel	\$23,799				\$23,799	\$2,785	\$118	\$10	\$26,712	\$5,597	(\$698)	2.5@55	\$31,611
Sonoma County	Assistant District Counsel	\$16,652		\$666		\$17,318	\$1,779	\$90	\$15	\$19,202	\$3,164	(\$505)	3@60	\$21,861
City of Oakland	Assistant City Attorney	\$19,286				\$19,286	\$1,997	\$106	\$22	\$21,412	\$8,144		2.5@55	\$29,556
City of Fremont	Assistant City Attorney	\$18,745		\$333		\$19,078	\$2,230	\$128	\$30	\$21,467	\$5,853		2@60	\$27,320
City of Berkeley	Assistant City Attorney	\$16,550	\$497	\$181	\$1,324	\$18,552	\$2,066	\$170		\$20,788	\$5,375	(\$1,324)	2.7@55	\$24,839
City of Hayward	Assistant City Attorney	\$14,482				\$14,482	\$2,311	\$148	\$14	\$16,956	\$4,525	(\$724)	2.5@55	\$20,757
City of Pleasanton	Assistant City Attorney	\$14,771		\$295		\$15,066	\$2,078	\$141	\$23	\$17,308	\$4,880		2.7@55	\$22,188
City of San Jose	Assistant City Attorney	\$23,448				\$23,448	\$1,602	\$150	\$16	\$25,216	\$23,251		2.5@55	\$48,467
East Bay MUD	Assistant General Counsel	\$9,852				\$9,852	\$1,891	\$214	\$24	\$11,980	\$3,612		2.6@62	\$15,592
East Bay Regional Park District	Assistant District Counsel	\$16,851				\$16,851	\$1,997	\$195		\$19,044	\$4,802		2.5@55	\$23,846
	Average	\$17,574				\$18,017				\$20,145				\$25,913
	% +/-	-4.3%				-6.9%				-5.8%				-8.7%
	Median	\$18,113				\$18,816				\$20,788				\$25,777
	% +/-	-7.5%				-11.7%				-9.2%				-8.1%
	75th Percenile	\$22,755				\$22,838				\$24,827				\$30,583
	% +/-	-35.0%				-35.5%				-30.4%				-28.3%

Median Gain/Loss

-4.2%

2.5%

1.1%

**East Bay Regional Park District
Assistant Finance Officer**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	No Comparable Class													
Livermore Area Recreation and Park District	Administrative Services Manager	\$13,650		\$546		\$14,196	\$1,600	\$100	\$63	\$15,959	\$4,064		2.5@55	\$20,022
City and County of San Francisco	Deputy Director V	\$20,102				\$20,102	\$2,044	\$166		\$22,313	\$3,974		2.3@62	\$26,287
Alameda County	Auditor/Controller	\$18,034		\$541	\$541	\$19,116	\$1,803	\$124		\$21,042	\$3,890		2.09@62	\$24,932
Contra Costa County	Auditor/Controller	\$18,800	\$1,410	\$1,235		\$21,444	\$1,825	\$77		\$23,346	\$5,476		2@55	\$28,823
Marin County	Assistant Director of Finance	\$14,754				\$14,754	\$1,786	inc	inc	\$16,540	\$3,389		2@61.25	\$19,929
San Mateo County	Assistant Controller	\$16,588	\$332			\$16,920	\$1,650	\$127	\$16	\$18,713	\$5,054	(\$498)	2@55.5	\$23,270
Santa Clara County	Controller Treasurer	\$19,208				\$19,208	\$2,785	\$118	\$10	\$22,120	\$4,517	(\$563)	2.5@55	\$26,074
Sonoma County	Assistant Auditor/Controller	\$12,996		\$520		\$13,516	\$1,779	\$90	\$15	\$15,400	\$2,469	(\$394)	3@60	\$17,475
City of Oakland	Assistant Controller	\$13,703				\$13,703	\$1,997	\$106	\$22	\$15,828	\$5,786		2.5@55	\$21,615
City of Fremont	Deputy Director of Finance	\$15,422		\$308		\$15,730	\$2,230	\$128	\$30	\$18,119	\$4,815		2@60	\$22,934
City of Berkeley	No Comparable Class													
City of Hayward	Deputy Director of Finance	\$13,997				\$13,997	\$2,311	\$148	\$14	\$16,470	\$4,374	(\$700)	2.5@55	\$20,144
City of Pleasanton	No Comparable Class													
City of San Jose	Assistant Director	\$17,911				\$17,911	\$1,602	\$150	\$16	\$19,679	\$17,760		2.5@55	\$37,439
East Bay MUD	Controller	\$17,981				\$17,981	\$1,891	\$214	\$24	\$20,109	\$6,592		2.6@62	\$26,701
East Bay Regional Park District	Assistant Finance Officer	\$14,019				\$14,019	\$1,997	\$195		\$16,211	\$3,995		2.5@55	\$20,207
	Average	\$16,396				\$16,814				\$18,895				\$24,280
	% +/-	-17.0%				-19.9%				-16.6%				-20.2%
	Median	\$16,588				\$16,920				\$18,713				\$23,270
	% +/-	-18.3%				-20.7%				-15.4%				-15.2%
	75th Percenile	\$18,034				\$19,116				\$21,042				\$26,287
	% +/-	-28.6%				-36.4%				-29.8%				-30.1%

Median Gain/Loss

-2.4%

5.3%

0.3%

**East Bay Regional Park District
Audit Manager**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	No Comparable Class													
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	Manager III	\$13,345				\$13,345	\$2,044	\$166		\$15,555	\$2,638		2.3@62	\$18,193
Alameda County	Division Chief, Auditor	\$12,962			\$389	\$13,351	\$1,803	\$124		\$15,278	\$2,796		2.09@62	\$18,073
Contra Costa County	Supervising Accountant-Auditor	\$9,472	\$474	\$235		\$10,181	\$1,825	\$77		\$12,082	\$2,759		2@55	\$14,841
Marin County	No Comparable Class													
San Mateo County	Senior Internal Auditor	\$10,443	\$418			\$10,861	\$1,650	\$103	\$16	\$12,630	\$3,182	(\$313)	2@55.5	\$15,499
Santa Clara County	Supervising Internal Auditor	\$11,926				\$11,926	\$2,785	\$118	\$10	\$14,838	\$2,805	(\$955)	2.5@55	\$16,687
Sonoma County	Audit Manager	\$10,703		\$428		\$11,131	\$1,779	\$90	\$15	\$13,015	\$2,034	(\$324)	3@60	\$14,725
City of Oakland	Principal Financial Analyst	\$12,429				\$12,429	\$1,997	\$106	\$22	\$14,555	\$5,248		2.5@55	\$19,803
City of Fremont	No Comparable Class													
City of Berkeley	City Auditor	\$14,622	\$439	\$181	\$1,170	\$16,411	\$2,066	\$151		\$18,627	\$4,749	(\$1,170)	2.7@55	\$22,207
City of Hayward	No Comparable Class													
City of Pleasanton	No Comparable Class													
City of San Jose	Supervising Auditor	\$12,502				\$12,502	\$1,602	\$150	\$16	\$14,270	\$12,397		2.5@55	\$26,667
East Bay MUD	Internal Audit Supervisor	\$14,049				\$14,049	\$1,891	\$214	\$24	\$16,177	\$5,150		2.6@62	\$21,328
East Bay Regional Park District	Audit Manager	\$11,067				\$11,067	\$1,997	\$195		\$13,260	\$3,154		2.5@55	\$16,414
	Average	\$12,245				\$12,619				\$14,703				\$18,802
	% +/-	-10.6%				-14.0%				-10.9%				-14.6%
	Median	\$12,466				\$12,466				\$14,696				\$18,133
	% +/-	-12.6%				-12.6%				-10.8%				-10.5%
	75th Percenile	\$13,249				\$13,349				\$15,485				\$20,946
	% +/-	-19.7%				-20.6%				-16.8%				-27.6%

Median Gain/Loss

0.0%

1.8%

0.4%

**East Bay Regional Park District
Budget Manager**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	No Comparable Class													
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	Manager III	\$13,345				\$13,345	\$2,044	\$166		\$15,555	\$2,638		2.3@62	\$18,193
Alameda County	Accounting Supervisor, PWA	\$8,360			\$251	\$8,611	\$1,803	\$124		\$10,537	\$1,803		2.09@62	\$12,341
Contra Costa County	Supervising Accountant	\$8,382	\$419	\$235		\$9,036	\$1,825	\$77		\$10,938	\$2,442		2@55	\$13,379
Marin County	Principal Administrative Analyst	\$11,471				\$11,471	\$1,786	inc	inc	\$13,257	\$2,635		2@61.25	\$15,892
San Mateo County	Financial Services Manager I	\$10,693	\$214			\$10,907	\$1,650	\$127	\$16	\$12,700	\$3,258	(\$321)	2@55.5	\$15,638
Santa Clara County	Principal Budget & Public Policy Analyst	\$12,288				\$12,288	\$2,785	\$118	\$10	\$15,200	\$2,890	(\$984)	2.5@55	\$17,105
Sonoma County	No Comparable Class													
City of Oakland	Principal Financial Analyst	\$12,429				\$12,429	\$1,997	\$106	\$22	\$14,555	\$5,248		2.5@55	\$19,803
City of Fremont	Finance Operations Manager	\$14,114		\$282		\$14,396	\$2,230	\$128	\$30	\$16,785	\$4,407		2@60	\$21,192
City of Berkeley	Budget Manager	\$15,142	\$454	\$181	\$1,211	\$16,989	\$2,066	\$170		\$19,224	\$4,918	(\$1,211)	2.7@55	\$22,931
City of Hayward	Budget Officer	\$11,001				\$11,001	\$1,798	\$148	\$14	\$12,962	\$3,438	(\$330)	2.5@55	\$16,069
City of Pleasanton	No Comparable Class													
City of San Jose	Assistant Budget Director	\$17,389				\$17,389	\$1,602	\$150	\$16	\$19,157	\$17,243		2.5@55	\$36,400
East Bay MUD	Supervising Accountant	\$11,742				\$11,742	\$1,891	\$214	\$24	\$13,870	\$4,305		2.6@62	\$18,175
East Bay Regional Park District	Budget Manager	\$11,067				\$11,067	\$1,997	\$195		\$13,260	\$3,154		2.5@55	\$16,414
	Average	\$12,196				\$12,467				\$14,562				\$18,926
	% +/-	-10.2%				-12.6%				-9.8%				-15.3%
	Median	\$12,015				\$12,015				\$14,212				\$17,640
	% +/-	-8.6%				-8.6%				-7.2%				-7.5%
	75th Percenile	\$13,537				\$13,607				\$15,862				\$20,150
	% +/-	-22.3%				-23.0%				-19.6%				-22.8%

Median Gain/Loss

0.0%

1.4%

-0.3%

**East Bay Regional Park District
Chief Information Officer**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	Information Systems & Technology Manager	\$12,857	\$643			\$13,500	\$2,020	\$118	\$10	\$15,647	\$2,415		2.5@55	\$18,062
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	Deputy Director IV	\$18,880				\$18,880	\$2,044	\$166		\$21,091	\$3,733		2.3@62	\$24,823
Alameda County	Information Systems Deputy Director	\$11,586			\$348	\$11,933	\$1,803	\$124		\$13,860	\$2,499		2.09@62	\$16,359
Contra Costa County	Information Systems Manager II	\$11,598	\$580	\$235		\$12,413	\$1,825	\$77		\$14,314	\$3,378		2@55	\$17,693
Marin County	Assistant Director of Information Services and T	\$14,754				\$14,754	\$1,786	inc	inc	\$16,540	\$3,389		2@61.25	\$19,929
San Mateo County	Information Services Department Division Mana	\$14,329	\$287			\$14,616	\$1,650	\$127	\$16	\$16,410	\$4,366	(\$430)	2@55.5	\$20,346
Santa Clara County	Director, Information Technology	\$22,632				\$22,632	\$2,785	\$118	\$10	\$25,545	\$5,322	(\$663)	2.5@55	\$30,204
Sonoma County	Information Systems Division Director	\$12,985		\$519		\$13,505	\$1,779	\$90	\$15	\$15,389	\$2,467	(\$393)	3@60	\$17,463
City of Oakland	Information Systems Manager II	\$14,388				\$14,388	\$1,997	\$106	\$22	\$16,513	\$6,076		2.5@55	\$22,589
City of Fremont	Information Technology Manager	\$13,261		\$265		\$13,527	\$2,230	\$128	\$30	\$15,915	\$4,141		2@60	\$20,056
City of Berkeley	No Comparable Class													
City of Hayward	No Comparable Class													
City of Pleasanton	No Comparable Class													
City of San Jose	Assistant Director	\$17,911				\$17,911	\$1,602	\$150	\$16	\$19,679	\$17,760		2.5@55	\$37,439
East Bay MUD	Manager of Information Systems	\$20,857				\$20,857	\$1,891	\$214	\$24	\$22,985	\$7,646		2.6@62	\$30,631
East Bay Regional Park District	Chief Information Officer	\$14,019				\$14,019	\$1,997	\$195		\$16,211	\$3,995		2.5@55	\$20,207
	Average	\$15,503				\$15,743				\$17,824				\$22,966
	% +/-	-10.6%				-12.3%				-9.9%				-13.7%
	Median	\$14,359				\$14,502				\$16,462				\$20,201
	% +/-	-2.4%				-3.4%				-1.5%				0.0%
	75th Percenile	\$18,153				\$18,153				\$20,032				\$26,168
	% +/-	-29.5%				-29.5%				-23.6%				-29.5%

Median Gain/Loss

-1.0%

1.9%

1.6%

**East Bay Regional Park District
Chief, Design & Construction**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	Engineering & Construction Manager	\$13,837	\$692			\$14,529	\$2,020	\$118	\$10	\$16,676	\$2,599		2.5@55	\$19,275
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	Deputy Director IV	\$18,880				\$18,880	\$2,044	\$166		\$21,091	\$3,733		2.3@62	\$24,823
Alameda County	Deputy Director, GSA	\$15,643		\$469	\$469	\$16,582	\$1,803	\$124		\$18,509	\$3,374		2.09@62	\$21,883
Contra Costa County	Deputy Public Works Director	\$13,921	\$696	\$235		\$14,852	\$1,825	\$77		\$16,754	\$4,055		2@55	\$20,809
Marin County	No Comparable Class													
San Mateo County	Deputy Director of Public Works	\$15,798	\$316			\$16,114	\$1,650	\$127	\$16	\$17,907	\$4,814	(\$474)	2@55.5	\$22,247
Santa Clara County	Chief of Construction Services	\$14,909				\$14,909	\$2,785	\$118	\$10	\$17,821	\$3,506	(\$1,194)	2.5@55	\$20,133
Sonoma County	Deputy Director Engineering Construction	\$13,191		\$528		\$13,718	\$1,779	\$90	\$15	\$15,602	\$2,506	(\$400)	3@60	\$17,709
City of Oakland	Assistant Director, Public Works Agency	\$16,660				\$16,660	\$1,997	\$106	\$22	\$18,786	\$7,035		2.5@55	\$25,821
City of Fremont	City Engineer	\$18,167		\$363		\$18,530	\$2,230	\$128	\$30	\$20,919	\$5,672		2@60	\$26,591
City of Berkeley	Capital Improvement Programs Manager	\$16,550	\$497	\$181	\$1,324	\$18,552	\$2,066	\$170		\$20,788	\$5,375	(\$1,324)	2.7@55	\$24,839
City of Hayward	Director of Public Works	\$17,637				\$17,637	\$2,311	\$148	\$14	\$20,110	\$5,511	(\$882)	2.5@55	\$24,740
City of Pleasanton	Director of Engineering Svcs/City Engineer	\$16,197		\$324		\$16,521	\$2,078	\$141	\$23	\$18,763	\$5,351		2.7@55	\$24,114
City of San Jose	Principal Engineer/Architect	\$12,967				\$12,967	\$1,602	\$150	\$16	\$14,735	\$12,858		2.5@55	\$27,593
East Bay MUD	Engineering Manager	\$18,433				\$18,433	\$1,891	\$214	\$24	\$20,561	\$6,758		2.6@62	\$27,319
East Bay Regional Park District	Chief, Design & Construction	\$14,019				\$14,019	\$1,997	\$195		\$16,211	\$3,995		2.5@55	\$20,207
	Average	\$15,914				\$16,349				\$18,501				\$23,421
	% +/-	-13.5%				-16.6%				-14.1%				-15.9%
	Median	\$15,997				\$16,551				\$18,636				\$24,427
	% +/-	-14.1%				-18.1%				-15.0%				-20.9%
	75th Percenile	\$17,393				\$18,234				\$20,449				\$25,575
	% +/-	-24.1%				-30.1%				-26.1%				-26.6%

Median Gain/Loss

-4.0%

3.1%

-5.9%

East Bay Regional Park District
Chief, Human Resources Officer

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	Human Resources Manager	\$12,857	\$643			\$13,500	\$2,020	\$118	\$10	\$15,647	\$2,415		2.5@55	\$18,062
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	Human Resources Director	\$21,688				\$21,688	\$2,044	\$166		\$23,899	\$4,288		2.3@62	\$28,186
Alameda County	Human Resource Services Manager	\$12,503			\$375	\$12,878	\$1,854	\$124		\$14,856	\$2,697		2.09@62	\$17,553
Contra Costa County	Director of Human Resources	\$19,054	\$953	\$235		\$20,241	\$1,825	\$77		\$22,143	\$5,550		2@55	\$27,693
Marin County	Human Resources Director	\$17,886				\$17,886	\$1,786	inc	inc	\$19,672	\$4,108		2@61.25	\$23,781
San Mateo County	Director of Human Resources	\$19,197	\$384			\$19,581	\$1,650	\$127	\$16	\$21,374	\$5,849	(\$576)	2@55.5	\$26,648
Santa Clara County	Deputy Director, Employee Services Agency	\$16,956				\$16,956	\$2,785	\$118	\$10	\$19,868	\$3,988	(\$497)	2.5@55	\$23,359
Sonoma County	Director of Human Resources	\$16,607		\$664		\$17,271	\$1,779	\$90	\$15	\$19,155	\$3,155	(\$503)	3@60	\$21,807
City of Oakland	Director of Human Resources Management	\$18,320				\$18,320	\$1,997	\$106	\$22	\$20,446	\$7,736		2.5@55	\$28,182
City of Fremont	Director of Human Resources	\$19,146		\$383		\$19,529	\$2,230	\$128	\$30	\$21,917	\$5,978		2@60	\$27,896
City of Berkeley	Director of Human Resources	\$18,588	\$558	\$181	\$1,487	\$20,813	\$2,066	\$170		\$23,049	\$6,037	(\$1,487)	2.7@55	\$27,599
City of Hayward	Director of Human Resources	\$16,422				\$16,422	\$2,311	\$148	\$14	\$18,895	\$5,131	(\$821)	2.5@55	\$23,206
City of Pleasanton	Director of Human Resources/Labor Relations	\$16,197		\$324		\$16,521	\$2,078	\$141	\$23	\$18,763	\$5,351		2.7@55	\$24,114
City of San Jose	Human Resources Director	\$20,544				\$20,544	\$1,602	\$150	\$16	\$22,312	\$20,372		2.5@55	\$42,684
East Bay MUD	Manager of Human Resources	\$20,857				\$20,857	\$1,891	\$214	\$24	\$22,985	\$7,646		2.6@62	\$30,631
East Bay Regional Park District	Chief, Human Resources Officer	\$16,851				\$16,851	\$1,997	\$195		\$19,044	\$4,802		2.5@55	\$23,846
	Average	\$17,788				\$18,200				\$20,332				\$26,093
	% +/-	-5.6%				-8.0%				-6.8%				-9.4%
	Median	\$18,320				\$18,320				\$20,446				\$26,648
	% +/-	-8.7%				-8.7%				-7.4%				-11.7%
	75th Percenile	\$19,171				\$20,393				\$22,228				\$28,039
	% +/-	-13.8%				-21.0%				-16.7%				-17.6%

Median Gain/Loss

0.0%

1.4%

-4.4%

**East Bay Regional Park District
Chief, Land Acquisition**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	Real Property Manager	\$13,837	\$138			\$13,975	\$2,020	\$118	\$10	\$16,123	\$2,599		2.5@55	\$18,721
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	Principal Real Property Officer	\$13,730				\$13,730	\$1,750	\$166		\$15,647	\$2,714		2.3@62	\$18,361
Alameda County	Facilities Manager	\$11,937			\$358	\$12,296	\$1,803	\$124		\$14,222	\$2,575		2.09@62	\$16,797
Contra Costa County	Principal Real Property Agent	\$11,472	\$574	\$235		\$12,281	\$1,825	\$77		\$14,182	\$3,342		2@55	\$17,524
Marin County	Assistant Director of Public Works	\$15,123				\$15,123	\$1,786	inc	inc	\$16,909	\$3,474		2@61.25	\$20,383
San Mateo County	Real Property Services Manager	\$12,997	\$260			\$13,256	\$1,650	\$127	\$16	\$15,050	\$3,960	(\$390)	2@55.5	\$18,620
Santa Clara County	Manager of Real Estate Assets	\$13,698				\$13,698	\$2,785	\$118	\$10	\$16,610	\$3,221	(\$1,097)	2.5@55	\$18,735
Sonoma County	No Comparable Class													
City of Oakland	Real Estate Services Manager	\$14,388				\$14,388	\$1,997	\$106	\$22	\$16,513	\$6,076		2.5@55	\$22,589
City of Fremont	Facilities and Real Property Manager	\$13,857		\$277		\$14,134	\$2,230	\$128	\$30	\$16,523	\$4,327		2@60	\$20,849
City of Berkeley	No Comparable Class													
City of Hayward	No Comparable Class													
City of Pleasanton	No Comparable Class													
City of San Jose	No Comparable Class													
East Bay MUD	Manager of Real Estate Services	\$16,696				\$16,696	\$1,891	\$214	\$24	\$18,824	\$6,121		2.6@62	\$24,945
East Bay Regional Park District	Chief, Land Acquisition	\$14,019				\$14,019	\$1,997	\$195		\$16,211	\$3,995		2.5@55	\$20,207
	Average	\$13,774				\$13,958				\$16,060				\$19,753
	% +/-	1.8%				0.4%				0.9%				2.2%
	Median	\$13,784				\$13,853				\$16,318				\$18,728
	% +/-	1.7%				1.2%				-0.7%				7.3%
	75th Percenile	\$14,255				\$14,325				\$16,589				\$20,733
	% +/-	-1.7%				-2.2%				-2.3%				-2.6%
			Median Gain/Loss				-0.5%				-1.8%			
											8.0%			

**East Bay Regional Park District
Chief, Maint & Skilled Trades**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	Land & Facilities Services Manager	\$13,837	\$692			\$14,529	\$2,020	\$118	\$10	\$16,676	\$2,599		2.5@55	\$19,275
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	Deputy Director IV	\$18,880				\$18,880	\$2,044	\$166		\$21,091	\$3,733		2.3@62	\$24,823
Alameda County	Deputy Director, GSA	\$15,643		\$469	\$469	\$16,582	\$1,803	\$124		\$18,509	\$3,374		2.09@62	\$21,883
Contra Costa County	Deputy Public Works Director	\$13,921	\$696	\$235		\$14,852	\$1,825	\$77		\$16,754	\$4,055		2@55	\$20,809
Marin County	Assistant Director of Public Works	\$15,123				\$15,123	\$1,786	inc	inc	\$16,909	\$3,474		2@61.25	\$20,383
San Mateo County	Deputy Director of Public Works	\$15,798	\$316			\$16,114	\$1,650	\$127	\$16	\$17,907	\$4,814	(\$474)	2@55.5	\$22,247
Santa Clara County	No Comparable Class													
Sonoma County	General Services Deputy Director	\$12,439		\$498		\$12,937	\$1,779	\$90	\$15	\$14,821	\$2,363	(\$377)	3@60	\$16,807
City of Oakland	Assistant Director, Public Works Agency	\$16,660				\$16,660	\$1,997	\$106	\$22	\$18,786	\$7,035		2.5@55	\$25,821
City of Fremont	Deputy Dir, Maintenance & Bus Operations	\$15,919		\$318		\$16,238	\$2,230	\$128	\$30	\$18,626	\$4,971		2@60	\$23,597
City of Berkeley	Deputy Director of Public Works	\$15,600	\$468	\$181	\$1,248	\$17,497	\$2,066	\$170		\$19,733	\$5,067	(\$1,248)	2.7@55	\$23,552
City of Hayward	No Comparable Class													
City of Pleasanton	No Comparable Class													
City of San Jose	Deputy Director	\$15,629				\$15,629	\$1,602	\$150	\$16	\$17,397	\$15,498		2.5@55	\$32,895
East Bay MUD	Mgr of Facilities Maintenance & Construction	\$17,539				\$17,539	\$1,891	\$214	\$24	\$19,667	\$6,430		2.6@62	\$26,097
East Bay Regional Park District	Chief, Maint & Skilled Trades	\$14,019				\$14,019	\$1,997	\$195		\$16,211	\$3,995		2.5@55	\$20,207
	Average	\$15,582				\$16,048				\$18,073				\$23,182
	% +/-	-11.2%				-14.5%				-11.5%				-14.7%
	Median	\$15,636				\$16,176				\$18,208				\$22,899
	% +/-	-11.5%				-15.4%				-12.3%				-13.3%
	75th Percenile	\$16,104				\$16,869				\$19,006				\$25,073
	% +/-	-14.9%				-20.3%				-17.2%				-24.1%

Median Gain/Loss

-3.8%

3.1%

-1.0%

**East Bay Regional Park District
Chief, Park Operations**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	Operations Manager	\$13,837	\$692			\$14,529	\$2,020	\$118	\$10	\$16,676	\$2,599		2.5@55	\$19,275
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	Deputy Director III	\$16,586				\$16,586	\$2,044	\$166		\$18,796	\$3,279		2.3@62	\$22,075
Alameda County	No Comparable Class													
Contra Costa County	No Comparable Class													
Marin County	Assistant Director of Parks and Open Space	\$14,536				\$14,536	\$1,786	inc	inc	\$16,322	\$3,339		2@61.25	\$19,660
San Mateo County	Assistant Director of Parks	\$15,045	\$301			\$15,346	\$1,650	\$127	\$16	\$17,140	\$4,584	(\$451)	2@55.5	\$21,273
Santa Clara County	Deputy Director of Parks and Recreation	\$16,190				\$16,190	\$2,785	\$118	\$10	\$19,102	\$3,807	(\$475)	2.5@55	\$22,435
Sonoma County	Deputy Director of Regional Parks	\$12,111		\$484		\$12,595	\$1,779	\$90	\$15	\$14,479	\$2,301	(\$367)	3@60	\$16,413
City of Oakland	Assistant Director, Public Works Agency	\$16,660				\$16,660	\$1,997	\$106	\$22	\$18,786	\$7,035		2.5@55	\$25,821
City of Fremont	Deputy Director, Community Services	\$15,422		\$308		\$15,730	\$2,230	\$128	\$30	\$18,119	\$4,815		2@60	\$22,934
City of Berkeley	Deputy Director of Parks, Recreation & Waterfr	\$15,600	\$468	\$181	\$1,248	\$17,497	\$2,066	\$170		\$19,733	\$5,067	(\$1,248)	2.7@55	\$23,552
City of Hayward	No Comparable Class													
City of Pleasanton	Assistant Director of Operations Services	\$13,254		\$265		\$13,519	\$2,078	\$141	\$23	\$15,761	\$4,379		2.7@55	\$20,140
City of San Jose	Deputy Director	\$15,629				\$15,629	\$1,602	\$150	\$16	\$17,397	\$15,498		2.5@55	\$32,895
East Bay MUD	No Comparable Class													
East Bay Regional Park District	Chief, Park Operations	\$15,441				\$15,441	\$1,997	\$195		\$17,633	\$4,400		2.5@55	\$22,033
	Average	\$14,988				\$15,347				\$17,483				\$22,407
	% +/-	2.9%				0.6%				0.9%				-1.7%
	Median	\$15,422				\$15,629				\$17,397				\$22,075
	% +/-	0.1%				-1.2%				1.3%				-0.2%
	75th Percenile	\$15,909				\$16,388				\$18,791				\$23,243
	% +/-	-3.0%				-6.1%				-6.6%				-5.5%
			Median Gain/Loss				-1.3%				2.6%			
											-1.5%			

**East Bay Regional Park District
Chief, Planning**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	Planning Manager	\$13,837	\$692			\$14,529	\$2,020	\$118	\$10	\$16,676	\$2,599		2.5@55	\$19,275
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	Deputy Director III	\$16,586				\$16,586	\$2,044	\$166		\$18,796	\$3,279		2.3@62	\$22,075
Alameda County	Deputy Director, CDA	\$15,643		\$469	\$469	\$16,582	\$1,803	\$124		\$18,509	\$3,374		2.09@62	\$21,883
Contra Costa County	Deputy Director Department of Conservation and	\$13,921	\$696	\$235		\$14,852	\$1,825	\$77		\$16,754	\$4,055		2@55	\$20,809
Marin County	Planning Manager	\$11,901				\$11,901	\$1,786	inc	inc	\$13,687	\$2,734		2@61.25	\$16,421
San Mateo County	Deputy Director of Community Development	\$14,329	\$287			\$14,616	\$1,650	\$127	\$16	\$16,410	\$4,366	(\$430)	2@55.5	\$20,346
Santa Clara County	Planning Manager	\$16,956				\$16,956	\$2,785	\$118	\$10	\$19,868	\$3,988	(\$497)	2.5@55	\$23,359
Sonoma County	Deputy Director - Planning	\$11,891		\$476		\$12,367	\$1,779	\$90	\$15	\$14,251	\$2,259	(\$360)	3@60	\$16,150
City of Oakland	Deputy Director/City Planner	\$15,863				\$15,863	\$1,997	\$106	\$22	\$17,989	\$6,698		2.5@55	\$24,687
City of Fremont	Deputy Director, Community Development	\$15,919		\$318		\$16,238	\$2,230	\$128	\$30	\$18,626	\$4,971		2@60	\$23,597
City of Berkeley	Land Use Planning Manager	\$14,654	\$440	\$181	\$1,172	\$16,446	\$2,066	\$170		\$18,682	\$4,759	(\$1,172)	2.7@55	\$22,269
City of Hayward	Deputy Director of Development Services	\$15,326				\$15,326	\$2,311	\$148	\$14	\$17,800	\$4,789	(\$766)	2.5@55	\$21,822
City of Pleasanton	Planning Manager/Deputy Dir of CD	\$14,541		\$291		\$14,832	\$2,078	\$141	\$23	\$17,074	\$4,804		2.7@55	\$21,878
City of San Jose	Deputy Director	\$15,629				\$15,629	\$1,602	\$150	\$16	\$17,397	\$15,498		2.5@55	\$32,895
East Bay MUD	Manager of Regulatory Compliance	\$18,433				\$18,433	\$1,891	\$214	\$24	\$20,561	\$6,758		2.6@62	\$27,319
East Bay Regional Park District	Chief, Planning	\$14,019				\$14,019	\$1,997	\$195		\$16,211	\$3,995		2.5@55	\$20,207
	Average	\$15,029				\$15,410				\$17,539				\$22,319
	% +/-	-7.2%				-9.9%				-8.2%				-10.5%
	Median	\$15,326				\$15,629				\$17,800				\$21,883
	% +/-	-9.3%				-11.5%				-9.8%				-8.3%
	75th Percenile	\$15,891				\$16,514				\$18,654				\$23,478
	% +/-	-13.4%				-17.8%				-15.1%				-16.2%

Median Gain/Loss

-2.2%

1.7%

1.5%

**East Bay Regional Park District
Communications and Records Mgr**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	No Comparable Class													
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	Manager V	\$15,453				\$15,453	\$2,044	\$166		\$17,663	\$3,055		2.3@62	\$20,718
Alameda County	Fire Dispatch Manager	\$11,328				\$11,328	\$1,803	\$124		\$13,255	\$3,876		3@50	\$17,131
Contra Costa County	Telecommunications Manager	\$10,746	\$537	\$235		\$11,519	\$1,825	\$77		\$13,420	\$3,130		2@55	\$16,551
Marin County	No Comparable Class													
San Mateo County	Communications Program Services Manager	\$11,225	\$225			\$11,450	\$1,650	\$127	\$16	\$13,243	\$3,420	(\$337)	2@55.5	\$16,327
Santa Clara County	Chief Communications Dispatcher	\$13,361				\$13,361	\$2,785	\$118	\$10	\$16,274	\$3,142	(\$1,070)	2.5@55	\$18,346
Sonoma County	Communications Dispatch Manager	\$9,648		\$482		\$10,130	\$1,779	\$92	\$15	\$12,016	\$1,833	(\$292)	3@60	\$13,557
City of Oakland	Police Communications Manager	\$12,554				\$12,554	\$1,997	\$106	\$22	\$14,679	\$5,301		2.5@55	\$19,980
City of Fremont	Public Safety Communications Manager	\$11,684		\$234		\$11,917	\$2,230	\$128	\$30	\$14,306	\$3,648		2@60	\$17,954
City of Berkeley	Communications Manager	\$10,956	\$329	\$181	\$876	\$12,342	\$2,066	\$170		\$14,578	\$3,558	(\$876)	2.7@55	\$17,260
City of Hayward	Operations Support Services Manager	\$15,290				\$15,290	\$2,311	\$148	\$14	\$17,763	\$4,778	(\$764)	2.5@55	\$21,777
City of Pleasanton	Police Support Services Manager	\$10,447		\$209		\$10,656	\$2,078	\$141	\$23	\$12,898	\$3,451		2.7@55	\$16,349
City of San Jose	Division Manager	\$13,532				\$13,532	\$1,602	\$150	\$16	\$15,300	\$13,419		2.5@55	\$28,719
East Bay MUD	No Comparable Class													
East Bay Regional Park District	Communications and Records Mgr	\$11,591				\$11,591	\$1,997	\$195		\$13,783	\$3,303		2.5@55	\$17,086
	Average	\$12,185				\$12,461				\$14,616				\$18,722
	% +/-	-5.1%				-7.5%				-6.0%				-9.6%
	Median	\$11,506				\$12,130				\$14,442				\$17,607
	% +/-	0.7%				-4.7%				-4.8%				-3.0%
	75th Percenile	\$13,404				\$13,404				\$15,544				\$20,164
	% +/-	-15.6%				-15.6%				-12.8%				-18.0%

Median Gain/Loss

-5.4%

-0.1%

1.7%

**East Bay Regional Park District
Community Relations Manager**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	No Comparable Class													
Livermore Area Recreation and Park District	Recreation Department Manager	\$10,929		\$437		\$11,366	\$1,600	\$100	\$63	\$13,128	\$3,253		2.5@55	\$16,382
City and County of San Francisco	Public Relations Manager	\$12,437				\$12,437	\$2,044	\$166		\$14,647	\$2,459		2.3@62	\$17,106
Alameda County	Public Information Officer	\$10,970			\$329	\$11,299	\$1,854	\$124		\$13,278	\$2,366		2.09@62	\$15,644
Contra Costa County	Chief Public Communications Officer	\$10,374	\$519	\$235		\$11,128	\$1,825	\$77		\$13,030	\$3,022		2@55	\$16,051
Marin County	No Comparable Class													
San Mateo County	Communications Officer	\$11,225	\$225			\$11,450	\$1,650	\$127	\$16	\$13,243	\$3,420	(\$337)	2@55.5	\$16,327
Santa Clara County	No Comparable Class													
Sonoma County	Recreation and Educational Services Manager	\$9,543		\$382		\$9,925	\$1,779	\$90	\$15	\$11,809	\$1,813	(\$289)	3@60	\$13,333
City of Oakland	No Comparable Class													
City of Fremont	Communications Manager	\$11,873		\$237		\$12,110	\$2,230	\$128	\$30	\$14,499	\$3,707		2@60	\$18,206
City of Berkeley	Assistant to the City Manager	\$14,103	\$423	\$181	\$1,128	\$15,836	\$2,066	\$170		\$18,072	\$4,581	(\$1,128)	2.7@55	\$21,524
City of Hayward	Communications & Marketing Officer / Public In	\$11,645				\$11,645	\$2,311	\$148	\$14	\$14,118	\$3,639	(\$582)	2.5@55	\$17,175
City of Pleasanton	Community Relations Manager/PIO	\$9,955		\$199		\$10,154	\$2,078	\$141	\$23	\$12,396	\$3,289		2.7@55	\$15,685
City of San Jose	Public Information Manager	\$11,926				\$11,926	\$1,602	\$150	\$16	\$13,694	\$11,826		2.5@55	\$25,519
East Bay MUD	Customer Services Manager	\$15,128				\$15,128	\$1,891	\$214	\$24	\$17,256	\$5,546		2.6@62	\$22,802
East Bay Regional Park District	Community Relations Manager	\$11,067				\$11,067	\$1,997	\$195		\$13,260	\$3,154		2.5@55	\$16,414
	Average	\$11,676				\$12,034				\$14,097				\$17,980
	% +/-	-5.5%				-8.7%				-6.3%				-9.5%
	Median	\$11,435				\$11,547				\$13,486				\$16,744
	% +/-	-3.3%				-4.3%				-1.7%				-2.0%
	75th Percenile	\$12,054				\$12,192				\$14,536				\$19,036
	% +/-	-8.9%				-10.2%				-9.6%				-16.0%

Median Gain/Loss

-1.0%

2.6%

-0.3%

**East Bay Regional Park District
Deputy General Manager**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	No Comparable Class													
Livermore Area Recreation and Park District	Assistant General Manager	\$13,991		\$560		\$14,551	\$1,600	\$100	\$63	\$16,314	\$4,165		2.5@55	\$20,479
City and County of San Francisco	Department Head V	\$26,938				\$26,938	\$2,044	\$166		\$29,148	\$5,326		2.3@62	\$34,474
Alameda County	Assistant County Administrator	\$21,460		\$644	\$644	\$22,748	\$1,803	\$124		\$24,675	\$4,629		2.09@62	\$29,304
Contra Costa County	Chief Assistant County Administrator	\$21,704	\$1,085	\$235		\$23,024	\$1,825	\$77		\$24,926	\$6,322		2@55	\$31,249
Marin County	Assistant County Administrator	\$17,571				\$17,571	\$1,786	inc	inc	\$19,357	\$4,036		2@61.25	\$23,393
San Mateo County	Assistant County Manager	\$24,759	\$495			\$25,254	\$1,650	\$127	\$16	\$27,048	\$7,544	(\$743)	2@55.5	\$33,849
Santa Clara County	Chief Operating Officer	\$30,988		\$1,583		\$32,571	\$2,785	\$118	\$10	\$35,483	\$7,287	(\$908)	2.5@55	\$41,862
Sonoma County	Assistant County Administrator	\$18,561		\$742		\$19,304	\$1,779	\$90	\$15	\$21,188	\$3,527	(\$562)	3@60	\$24,152
City of Oakland	Assistant City Administrator	\$21,777				\$21,777	\$1,997	\$106	\$22	\$23,902	\$9,196		2.5@55	\$33,098
City of Fremont	Assistant City Manager	\$22,435		\$333		\$22,768	\$2,230	\$128	\$30	\$25,157	\$7,005		2@60	\$32,162
City of Berkeley	Deputy City Manager	\$21,614	\$648	\$181	\$1,729	\$24,173	\$2,066	\$170		\$26,409	\$7,020	(\$1,729)	2.7@55	\$31,700
City of Hayward	Assistant City Manager	\$19,399				\$19,399	\$2,311	\$148	\$14	\$21,873	\$6,062	(\$970)	2.5@55	\$26,965
City of Pleasanton	Assistant City Manager	\$16,316		\$326		\$16,642	\$2,078	\$141	\$23	\$18,884	\$5,390		2.7@55	\$24,275
City of San Jose	Assistant City Manager	\$25,793				\$25,793	\$1,602	\$150	\$16	\$27,561	\$25,576		2.5@55	\$53,137
East Bay MUD	No Comparable Class													
East Bay Regional Park District	Deputy General Manager	\$23,572				\$23,572	\$1,997	\$195		\$25,764	\$6,717		2.5@55	\$32,481
	Average	\$21,665				\$22,322				\$24,423				\$31,436
	% +/-	8.1%				5.3%				5.2%				3.2%
	Median	\$21,659				\$22,758				\$24,800				\$31,474
	% +/-	8.1%				3.5%				3.7%				3.1%
	75th Percenile	\$24,178				\$24,984				\$26,888				\$33,661
	% +/-	-2.6%				-6.0%				-4.4%				-3.6%

Median Gain/Loss

-4.7%

0.3%

-0.6%

**East Bay Regional Park District
Environmental Services Manager**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	Natural Resources Manager	\$13,837	\$138			\$13,975	\$2,020	\$118	\$10	\$16,123	\$2,599		2.5@55	\$18,721
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	Manager II	\$12,378				\$12,378	\$2,044	\$166		\$14,588	\$2,447		2.3@62	\$17,036
Alameda County	Director, Environmental Health	\$13,754			\$413	\$14,167	\$1,803	\$124		\$16,093	\$2,967		2.09@62	\$19,060
Contra Costa County	No Comparable Class													
Marin County	No Comparable Class													
San Mateo County	No Comparable Class													
Santa Clara County	No Comparable Class													
Sonoma County	Water Agency Environmental Resources Mgr	\$12,798		\$512		\$13,309	\$1,779	\$90	\$15	\$15,194	\$2,432	(\$388)	3@60	\$17,237
City of Oakland	Environmental Services Manager	\$14,388				\$14,388	\$1,997	\$106	\$22	\$16,513	\$6,076		2.5@55	\$22,589
City of Fremont	Environmental Services Manager	\$13,633		\$273		\$13,906	\$2,230	\$128	\$30	\$16,294	\$4,257		2@60	\$20,551
City of Berkeley	Manager of Environmental Health	\$12,331	\$370	\$181	\$986	\$13,868	\$2,066	\$170		\$16,104	\$4,005	(\$986)	2.7@55	\$19,122
City of Hayward	Environmental Services Manager	\$12,737				\$12,737	\$1,798	\$148	\$14	\$14,697	\$3,980	(\$382)	2.5@55	\$18,294
City of Pleasanton	Environmental Services Manager	\$11,457		\$229		\$11,686	\$2,078	\$141	\$23	\$13,928	\$3,785		2.7@55	\$17,713
City of San Jose	Environmental Sustainability Manager	\$11,920				\$11,920	\$1,602	\$150	\$16	\$13,688	\$11,820		2.5@55	\$25,507
East Bay MUD	Manager of Environmental Compliance	\$15,892				\$15,892	\$1,891	\$214	\$24	\$18,020	\$5,826		2.6@62	\$23,846
East Bay Regional Park District	Environmental Services Manager	\$11,591				\$11,591	\$1,997	\$195		\$13,783	\$3,303		2.5@55	\$17,086
	Average	\$13,193				\$13,475				\$15,568				\$19,971
	% +/-	-13.8%				-16.3%				-12.9%				-16.9%
	Median	\$12,798				\$13,868				\$16,093				\$19,060
	% +/-	-10.4%				-19.6%				-16.8%				-11.6%
	75th Percenile	\$13,796				\$14,071				\$16,209				\$21,570
	% +/-	-19.0%				-21.4%				-17.6%				-26.2%
			Median Gain/Loss				-9.2%				2.9%			
											5.2%			

**East Bay Regional Park District
Fleet Manager**

Fleet Manager			Cash Supplements				Insurance Benefits				Retirement Benefits					
Survey Agency	Comparable Class	Range Max.	Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.		
Midpeninsula Regional Open Space District	No Comparable Class															
Livermore Area Recreation and Park District	No Comparable Class															
City and County of San Francisco	Automotive Transit Shop Supervisor I	\$11,635				\$11,635	\$1,750	\$166		\$13,552	\$2,300		2.3@62	\$15,852		
Alameda County	Logistics Services Manager	\$11,937			\$358	\$12,296	\$1,803	\$124		\$14,222	\$2,575		2.09@62	\$16,797		
Contra Costa County	Fleet Manager	\$10,227	\$511	\$235		\$10,974	\$1,825	\$77		\$12,875	\$2,979		2@55	\$15,855		
Marin County	No Comparable Class															
San Mateo County	Vehicle & Equipment Mgr	\$11,788	\$236			\$12,024	\$1,650	\$127	\$16	\$13,818	\$3,592	(\$354)	2@55.5	\$17,056		
Santa Clara County	Fleet Manager	\$12,649				\$12,649	\$2,785	\$118	\$10	\$15,561	\$2,975	(\$1,013)	2.5@55	\$17,523		
Sonoma County	Fleet Manager	\$10,375		\$415		\$10,790	\$1,779	\$90	\$15	\$12,674	\$1,971	(\$314)	3@60	\$14,331		
City of Oakland	Equipment Services Superintendent	\$10,731				\$10,731	\$1,997	\$106	\$22	\$12,857	\$4,531		2.5@55	\$17,388		
City of Fremont	Fleet Maintenance Manager	\$11,002		\$220		\$11,222	\$2,230	\$128	\$30	\$13,611	\$3,435		2@60	\$17,047		
City of Berkeley	Equipment Superintendent	\$11,909	\$357	\$181	\$953	\$13,399	\$2,066	\$170		\$15,635	\$3,868	(\$953)	2.7@55	\$18,550		
City of Hayward	Fleet Maintenance Manager	\$11,541				\$11,541	\$1,798	\$148	\$14	\$13,501	\$3,606	(\$346)	2.5@55	\$16,761		
City of Pleasanton	No Comparable Class															
City of San Jose	Fleet Manager	\$11,327				\$11,327	\$1,602	\$150	\$16	\$13,095	\$11,232		2.5@55	\$24,328		
East Bay MUD	Manager of Fleet and Construction Support	\$15,128				\$15,128	\$1,891	\$214	\$24	\$17,256	\$5,546		2.6@62	\$22,802		
East Bay Regional Park District	Fleet Manager	\$11,591				\$11,591	\$1,997	\$195		\$13,783	\$3,303		2.5@55	\$17,086		
	Average	\$11,688				\$11,976				\$14,055				\$17,857		
	% +/-	-0.8%				-3.3%				-2.0%				-4.5%		
	Median	\$11,588				\$11,588				\$13,581				\$17,051		
	% +/-	0.0%				0.0%				1.5%				0.2%		
	75th Percenile	\$11,916				\$12,384				\$14,557				\$17,780		
	% +/-	-2.8%				-6.8%				-5.6%				-4.1%		
			Median Gain/Loss				0.0%				1.4%				-1.3%	

**East Bay Regional Park District
General Manager**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	General Manager	\$20,625	\$1,031			\$21,656	\$2,020	\$118	\$10	\$23,804	\$3,873		2.5@55	\$27,677
Livermore Area Recreation and Park District	General Manager	\$11,794		\$472		\$12,266	\$1,600	\$100	\$63	\$14,028	\$3,511		2.5@55	\$17,540
City and County of San Francisco	No Comparable Class													
Alameda County	County Administrator	\$29,319		\$2,932	\$880	\$33,131	\$1,803	\$124		\$35,057	\$6,324		2.09@62	\$41,382
Contra Costa County	County Administrator	\$30,842	\$1,542	\$235		\$32,619	\$1,825	\$77		\$34,521	\$8,984		2@55	\$43,505
Marin County	County Administrator	\$25,612				\$25,612	\$1,786	inc	inc	\$27,398	\$5,883		2@61.25	\$33,281
San Mateo County	County Manager	\$28,843	\$577			\$29,420	\$1,650	\$127	\$16	\$31,213	\$8,788	(\$865)	2@55.5	\$39,136
Santa Clara County	County Executive	\$31,467		\$1,583		\$33,051	\$2,785	\$118	\$10	\$35,963	\$7,400	(\$922)	2.5@55	\$42,441
Sonoma County	County Administrator	\$22,927		\$917		\$23,844	\$1,779	\$90	\$15	\$25,728	\$4,356	(\$695)	3@60	\$29,390
City of Oakland	City Administrator	\$29,811				\$29,811	\$1,997	\$106	\$22	\$31,937	\$12,588		2.5@55	\$44,525
City of Fremont	City Manager	\$25,913		\$1,583		\$27,497	\$2,230	\$128	\$30	\$29,885	\$8,091		2@60	\$37,977
City of Berkeley	City Manager	\$25,119	\$754	\$181	\$2,010	\$28,063	\$2,066	\$170		\$30,299	\$8,159	(\$2,010)	2.7@55	\$36,448
City of Hayward	City Manager	\$22,655				\$22,655	\$2,311	\$148	\$14	\$25,128	\$7,079	(\$1,133)	2.5@55	\$31,075
City of Pleasanton	City Manager	\$19,007		\$380		\$19,387	\$2,078	\$141	\$23	\$21,629	\$6,279		2.7@55	\$27,908
City of San Jose	City Manager	\$28,138				\$28,138	\$1,602	\$150	\$16	\$29,906	\$27,901		2.5@55	\$57,807
East Bay MUD	General Manager	\$27,088		\$2,083		\$29,171	\$1,840	\$214	\$24	\$31,249	\$9,930		2.6@62	\$41,179
East Bay Regional Park District	General Manager	\$27,290				\$27,290	\$1,997	\$195		\$29,482	\$7,777		2.5@55	\$37,259
	Average	\$25,277				\$26,421				\$28,516				\$36,751
	% +/-	7.4%				3.2%				3.3%				1.4%
	Median	\$25,913				\$28,063				\$29,906				\$37,977
	% +/-	5.0%				-2.8%				-1.4%				-1.9%
	75th Percenile	\$29,081				\$29,615				\$31,593				\$41,911
	% +/-	-6.6%				-8.5%				-7.2%				-12.5%

Median Gain/Loss

-7.9%

1.4%

-0.5%

**East Bay Regional Park District
Human Resources Analyst I**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	Management Analyst II	\$9,365	\$94			\$9,459	\$2,020	\$118	\$10	\$11,606	\$1,759		2.5@55	\$13,365
Livermore Area Recreation and Park District	Human Resources Officer	\$8,973		\$359		\$9,332	\$1,600	\$100	\$63	\$11,095	\$2,671		2.5@55	\$13,766
City and County of San Francisco	Human Resources Analyst	\$8,899				\$8,899	\$1,750	\$166		\$10,815	\$1,759		2.3@62	\$12,575
Alameda County	Human Resources Analyst II	\$8,901			\$267	\$9,168	\$1,803	\$124		\$11,094	\$1,920		2.09@62	\$13,014
Contra Costa County	Human Resources Analyst	\$8,942	\$447	\$235		\$9,624	\$1,825	\$77		\$11,526	\$2,605		2@55	\$14,131
Marin County	Human Resources Analyst II	\$8,812				\$8,812	\$1,786	inc	inc	\$10,598	\$2,024		2@61.25	\$12,622
San Mateo County	Management Analyst	\$9,695	\$194			\$9,888	\$1,650	\$127	\$16	\$11,682	\$2,954	(\$291)	2@55.5	\$14,345
Santa Clara County	Human Resources Analyst	\$9,344				\$9,344	\$2,785	\$118	\$10	\$12,257	\$2,197	(\$749)	2.5@55	\$13,705
Sonoma County	Human Resources Analyst II	\$7,380		\$295		\$7,675	\$1,779	\$90	\$15	\$9,559	\$1,402	(\$224)	3@60	\$10,738
City of Oakland	Human Resources Analyst	\$7,939				\$7,939	\$1,997	\$106	\$22	\$10,064	\$3,352		2.5@55	\$13,416
City of Fremont	Human Resources Analyst III	\$12,632		\$253		\$12,884	\$2,230	\$128	\$30	\$15,273	\$3,944		2@60	\$19,217
City of Berkeley	Associate Human Resources Analyst	\$9,826	\$295	\$181	\$786	\$11,087	\$2,066	\$151		\$13,303	\$3,191	(\$786)	2.7@55	\$15,709
City of Hayward	Human Resources Analyst II	\$9,551				\$9,551	\$1,798	\$148	\$14	\$11,511	\$2,984	(\$287)	2.5@55	\$14,209
City of Pleasanton	Management Analyst	\$9,955		\$199		\$10,154	\$2,078	\$141	\$23	\$12,396	\$3,289		2.7@55	\$15,685
City of San Jose	Analyst II	\$7,642				\$7,642	\$1,602	\$150	\$16	\$9,410	\$7,578		2.5@55	\$16,988
East Bay MUD	Human Resources Analyst II	\$10,379				\$10,379	\$1,891	\$214	\$24	\$12,507	\$3,805		2.6@62	\$16,312
East Bay Regional Park District	Human Resources Analyst I	\$8,249				\$8,249	\$1,997	\$195		\$10,441	\$2,351		2.5@55	\$12,792
	Average	\$9,265				\$9,490				\$11,544				\$14,362
	% +/-	-12.3%				-15.0%				-10.6%				-12.3%
	Median	\$9,159				\$9,401				\$11,518				\$13,949
	% +/-	-11.0%				-14.0%				-10.3%				-9.0%
	75th Percenile	\$9,727				\$9,955				\$12,291				\$15,691
	% +/-	-17.9%				-20.7%				-17.7%				-22.7%

Median Gain/Loss

-2.9%

3.7%

1.3%

**East Bay Regional Park District
Information Services Network Manager**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	Information Technology Program Administrator	\$11,385	\$114			\$11,499	\$2,020	\$118	\$10	\$13,646	\$2,138		2.5@55	\$15,784
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	Manager V	\$15,453				\$15,453	\$2,044	\$166		\$17,663	\$3,055		2.3@62	\$20,718
Alameda County	No Comparable Class													
Contra Costa County	Network Manager	\$11,055	\$553	\$235		\$11,842	\$1,825	\$77		\$13,744	\$3,220		2@55	\$16,964
Marin County	Enterprise Systems Manager	\$13,260				\$13,260	\$1,786	inc	inc	\$15,046	\$3,046		2@61.25	\$18,092
San Mateo County	Information Technology Manager	\$11,788	\$236			\$12,024	\$1,650	\$127	\$16	\$13,818	\$3,592	(\$354)	2@55.5	\$17,056
Santa Clara County	Information Systems Manager III	\$14,185				\$14,185	\$2,785	\$118	\$10	\$17,097	\$3,336	(\$1,136)	2.5@55	\$19,296
Sonoma County	Information Systems Project Manager	\$11,298		\$452		\$11,750	\$1,779	\$90	\$15	\$13,634	\$2,147	(\$342)	3@60	\$15,439
City of Oakland	Information Systems Manager I	\$12,429				\$12,429	\$1,997	\$106	\$22	\$14,554	\$5,248		2.5@55	\$19,803
City of Fremont	No Comparable Class													
City of Berkeley	Information Systems Manager	\$13,567	\$407	\$181	\$1,085	\$15,240	\$2,066	\$170		\$17,476	\$4,406	(\$1,085)	2.7@55	\$20,797
City of Hayward	Information Technology Manager	\$12,227				\$12,227	\$1,798	\$148	\$14	\$14,187	\$3,821	(\$367)	2.5@55	\$17,641
City of Pleasanton	No Comparable Class													
City of San Jose	Program Manager I	\$9,851				\$9,851	\$1,602	\$150	\$16	\$11,618	\$9,768		2.5@55	\$21,386
East Bay MUD	Information Systems Division Manager	\$17,981				\$17,981	\$1,891	\$214	\$24	\$20,109	\$6,592		2.6@62	\$26,701
East Bay Regional Park District	Information Services Network Manager	\$11,067				\$11,067	\$1,997	\$195		\$13,260	\$3,154		2.5@55	\$16,414
	Average	\$12,873				\$13,145				\$15,216				\$19,140
	% +/-	-16.3%				-18.8%				-14.8%				-16.6%
	Median	\$12,328				\$12,328				\$14,371				\$18,694
	% +/-	-11.4%				-11.4%				-8.4%				-13.9%
	75th Percenile	\$13,721				\$14,448				\$17,192				\$20,738
	% +/-	-24.0%				-30.6%				-29.7%				-26.3%

Median Gain/Loss

0.0%

3.0%

-5.5%

**East Bay Regional Park District
Maintenance Superintendent**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	Area Manager	\$11,385	\$114			\$11,499	\$2,020	\$118	\$10	\$13,646	\$2,138		2.5@55	\$15,784
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	Manager V	\$15,453				\$15,453	\$2,044	\$166		\$17,663	\$3,055		2.3@62	\$20,718
Alameda County	Facilities Manager	\$11,937			\$358	\$12,296	\$1,803	\$124		\$14,222	\$2,575		2.09@62	\$16,797
Contra Costa County	Facilities Maintenance Manager	\$10,810	\$541	\$235		\$11,586	\$1,825	\$77		\$13,488	\$3,149		2@55	\$16,637
Marin County	No Comparable Class													
San Mateo County	Facilities Services Manager	\$12,379	\$248			\$12,627	\$1,650	\$127	\$16	\$14,421	\$3,772	(\$371)	2@55.5	\$17,821
Santa Clara County	Assistant Manager, Building Operations	\$12,217				\$12,217	\$2,785	\$118	\$10	\$15,130	\$2,873	(\$979)	2.5@55	\$17,024
Sonoma County	No Comparable Class													
City of Oakland	Manager, Building Services	\$14,388				\$14,388	\$1,997	\$106	\$22	\$16,513	\$6,076		2.5@55	\$22,589
City of Fremont	Street Maintenance Manager	\$10,795		\$216		\$11,011	\$2,230	\$128	\$30	\$13,399	\$3,371		2@60	\$16,770
City of Berkeley	Facilities Maintenance Superintendent	\$11,909	\$357	\$181	\$953	\$13,399	\$2,066	\$170		\$15,635	\$3,868	(\$953)	2.7@55	\$18,550
City of Hayward	Facilities & Building Manager	\$11,541				\$11,541	\$1,798	\$148	\$14	\$13,501	\$3,606	(\$346)	2.5@55	\$16,761
City of Pleasanton	Operations Superintendent	\$12,051		\$241		\$12,292	\$2,078	\$141	\$23	\$14,534	\$3,981		2.7@55	\$18,515
City of San Jose	Building Management Administrator	\$11,898				\$11,898	\$1,602	\$150	\$16	\$13,666	\$11,798		2.5@55	\$25,464
East Bay MUD	Assistant Construction & Maintenance Supt	\$12,338	\$463			\$12,801	\$1,891	\$214	\$24	\$14,929	\$4,523		2.6@62	\$19,452
East Bay Regional Park District	Maintenance Superintendent	\$12,749				\$12,749	\$1,997	\$195		\$14,941	\$3,633		2.5@55	\$18,574
	Average	\$12,239				\$12,539				\$14,673				\$18,683
	% +/-	4.0%				1.6%				1.8%				-0.6%
	Median	\$11,937				\$12,292				\$14,421				\$17,821
	% +/-	6.4%				3.6%				3.5%				4.1%
	75th Percenile	\$12,338				\$12,801				\$15,130				\$19,452
	% +/-	3.2%				-0.4%				-1.3%				-4.7%
			Median Gain/Loss				-2.8%				-0.1%			
											0.6%			

**East Bay Regional Park District
Management Analyst**

Management Analyst			Cash Supplements				Insurance Benefits				Retirement Benefits			
Survey Agency	Comparable Class	Range Max.	Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	Senior Management Analyst	\$10,842	\$108			\$10,950	\$2,020	\$118	\$10	\$13,098	\$2,036		2.5@55	\$15,134
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	Senior Administrative Analyst	\$9,934				\$9,934	\$1,750	\$166		\$11,851	\$1,964		2.3@62	\$13,815
Alameda County	Management Analyst	\$8,337			\$250	\$8,587	\$1,803	\$124		\$10,514	\$1,798		2.09@62	\$12,312
Contra Costa County	Senior Management Analyst	\$10,497	\$525	\$235		\$11,257	\$1,825	\$77		\$13,159	\$3,058		2@55	\$16,217
Marin County	Administrative Analyst II	\$8,812				\$8,812	\$1,786	inc	inc	\$10,598	\$2,024		2@61.25	\$12,622
San Mateo County	Senior Management Analyst	\$10,693	\$214			\$10,907	\$1,650	\$127	\$16	\$12,700	\$3,258	(\$321)	2@55.5	\$15,638
Santa Clara County	Senior Management Analyst	\$10,005				\$10,005	\$2,785	\$118	\$10	\$12,917	\$2,353	(\$801)	2.5@55	\$14,468
Sonoma County	Principal Administrative Analyst	\$11,371		\$227		\$11,599	\$1,779	\$90	\$15	\$13,483	\$2,161	(\$345)	3@60	\$15,299
City of Oakland	City Administrator Analyst	\$9,117				\$9,117	\$1,997	\$106	\$22	\$11,242	\$3,850		2.5@55	\$15,092
City of Fremont	Management Analyst II	\$10,272		\$205		\$10,478	\$2,230	\$128	\$30	\$12,866	\$3,207		2@60	\$16,074
City of Berkeley	Senior Management Analyst	\$10,542	\$316	\$181	\$843	\$11,883	\$2,066	\$170		\$14,119	\$3,424	(\$843)	2.7@55	\$16,699
City of Hayward	Senior Management Analyst	\$10,501				\$10,501	\$1,798	\$148	\$14	\$12,461	\$3,281	(\$315)	2.5@55	\$15,427
City of Pleasanton	Management Analyst	\$9,955		\$199		\$10,154	\$2,078	\$141	\$23	\$12,396	\$3,289		2.7@55	\$15,685
City of San Jose	Senior Executive Analyst	\$10,820				\$10,820	\$1,602	\$150	\$16	\$12,588	\$10,729		2.5@55	\$23,317
East Bay MUD	Management Analyst II	\$10,379	\$389			\$10,768	\$1,891	\$214	\$24	\$12,896	\$3,805		2.6@62	\$16,701
East Bay Regional Park District	Management Analyst	\$10,542				\$10,542	\$1,997	\$195		\$12,734	\$3,004		2.5@55	\$15,739
	Average	\$10,139				\$10,385				\$12,459				\$15,633
	% +/-	3.8%				1.5%				2.2%				0.7%
	Median	\$10,379				\$10,501				\$12,700				\$15,427
	% +/-	1.5%				0.4%				0.3%				2.0%
	75th Percenile	\$10,618				\$10,929				\$13,008				\$16,145
	% +/-	-0.7%				-3.7%				-2.1%				-2.6%
Median Gain/Loss						-1.2%				-0.1%				1.7%

**East Bay Regional Park District
Park Unit Manager**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	Area Manager	\$11,385	\$114			\$11,499	\$2,020	\$118	\$10	\$13,646	\$2,138		2.5@55	\$15,784
Livermore Area Recreation and Park District	Park and Facilities Manager	\$10,929		\$437		\$11,366	\$1,600	\$100	\$63	\$13,128	\$3,253		2.5@55	\$16,382
City and County of San Francisco	Manager II	\$12,378				\$12,378	\$2,044	\$166		\$14,588	\$2,447		2.3@62	\$17,036
Alameda County	No Comparable Class													
Contra Costa County	No Comparable Class													
Marin County	Park/Open Space Superintendent	\$11,901				\$11,901	\$1,786	inc	inc	\$13,687	\$2,734		2@61.25	\$16,421
San Mateo County	Park Superintendent	\$13,643	\$273			\$13,916	\$1,650	\$127	\$16	\$15,710	\$4,157	(\$409)	2@55.5	\$19,457
Santa Clara County	Manager of Park Maintenance Services	\$11,525				\$11,525	\$2,785	\$118	\$10	\$14,438	\$2,710	(\$923)	2.5@55	\$16,225
Sonoma County	Parks and Grounds Maintenance Manager	\$10,347		\$414		\$10,761	\$1,779	\$90	\$15	\$12,645	\$1,966	(\$314)	3@60	\$14,297
City of Oakland	Manager, Parks & Recreation Zone	\$14,388				\$14,388	\$1,997	\$106	\$22	\$16,513	\$6,076		2.5@55	\$22,589
City of Fremont	Parks/Urban Landscape Manager	\$10,795		\$216		\$11,011	\$2,230	\$128	\$30	\$13,399	\$3,371		2@60	\$16,770
City of Berkeley	Parks Superintendent	\$11,909	\$357	\$181	\$953	\$13,399	\$2,066	\$170		\$15,635	\$3,868	(\$953)	2.7@55	\$18,550
City of Hayward	No Comparable Class													
City of Pleasanton	Operations Superintendent	\$13,700		\$274		\$13,974	\$2,078	\$141	\$23	\$16,216	\$4,526		2.7@55	\$20,742
City of San Jose	Parks Manager	\$10,865				\$10,865	\$1,602	\$150	\$16	\$12,632	\$10,773		2.5@55	\$23,406
East Bay MUD	No Comparable Class													
East Bay Regional Park District	Park Unit Manager	\$12,749				\$12,749	\$1,997	\$195		\$14,941	\$3,633		2.5@55	\$18,574
	Average	\$11,980				\$12,249				\$14,353				\$18,138
	% +/-	6.0%				3.9%				3.9%				2.3%
	Median	\$11,713				\$11,713				\$14,062				\$16,903
	% +/-	8.1%				8.1%				5.9%				9.0%
	75th Percenile	\$12,694				\$13,529				\$15,654				\$19,778
	% +/-	0.4%				-6.1%				-4.8%				-6.5%

Median Gain/Loss

0.0%

-2.2%

3.1%

**East Bay Regional Park District
Police Captain**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	No Comparable Class													
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	Police Captain	\$17,461	\$1,048			\$18,509	\$1,750	\$166		\$20,426	\$7,049		2@50	\$27,474
Alameda County	Captain	\$16,285				\$16,285	\$1,751	\$124		\$18,160	\$9,712		3@55	\$27,872
Contra Costa County	Captain	\$14,749	\$1,032	\$40		\$15,822	\$1,809	\$76		\$17,707	\$10,577		N	\$28,283
Marin County	Sheriff's Captain	\$15,181				\$15,181	\$1,786	inc	inc	\$16,966	\$5,626		3@50	\$22,592
San Mateo County	Sheriff's Captain	\$16,319	\$326			\$16,646	\$1,650	\$127	\$16	\$18,439	\$10,449	(\$816)	Y	\$28,073
Santa Clara County	Captain	\$17,638				\$17,638	\$2,785	\$118	\$10	\$20,550	\$8,077		3@50	\$28,627
Sonoma County	Sheriff's Captain	\$14,312		\$644		\$14,956	\$1,779	\$90	\$15	\$16,841	\$4,126	(\$429)	3@50	\$20,538
City of Oakland	Captain of Police	\$17,391	\$156			\$17,547	\$1,997	\$187		\$19,732	\$3,232	(\$522)	3@55	\$22,442
City of Fremont	Police Captain	\$19,843	\$456			\$20,299	\$2,230	\$128	\$30	\$22,688	\$11,430	(\$595)	3@55	\$33,523
City of Berkeley	Police Captain	\$16,858	\$843	\$54		\$17,755	\$2,066	\$170		\$19,991	\$11,229	(\$337)	3@55	\$30,882
City of Hayward	Police Captain	\$17,680				\$17,680	\$2,889	\$185	\$29	\$20,783	\$10,345	(\$1,061)	3@50	\$30,067
City of Pleasanton	Police Captain	\$16,475		\$330		\$16,805	\$2,078	\$141	\$23	\$19,046	\$3,161		3@55	\$22,207
City of San Jose	Police Captain	\$16,975	\$679			\$17,654	\$1,761	\$101		\$19,515	\$16,559		2.5/4@50	\$36,074
East Bay MUD	No Comparable Class													
East Bay Regional Park District	Police Captain	\$16,851				\$16,851	\$2,037	\$195		\$19,083	\$3,438	(\$506)	3@55	\$22,016
	Average	\$16,705				\$17,137				\$19,296				\$27,589
	% +/-	0.9%				-1.7%				-1.1%				-25.3%
	Median	\$16,858				\$17,547				\$19,515				\$28,073
	% +/-	0.0%				-4.1%				-2.3%				-27.5%
	75th Percenile	\$17,461				\$17,680				\$20,426				\$30,067
	% +/-	-3.6%				-4.9%				-7.0%				-36.6%

Median Gain/Loss

-4.1%

1.9%

-25.2%

**East Bay Regional Park District
Police Lieutenant**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	No Comparable Class													
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	Police Lieutenant	\$13,819	\$829			\$14,648	\$1,750	\$166		\$16,565	\$5,578		2@50	\$22,143
Alameda County	Lieutenant	\$14,161				\$14,161	\$1,751	\$124		\$16,036	\$8,446		3@55	\$24,482
Contra Costa County	Lieutenant	\$12,514	\$876	\$40		\$13,430	\$1,809	\$76		\$15,315	\$8,974		N	\$24,288
Marin County	Sheriff's Lieutenant	\$13,132				\$13,132	\$1,786	inc	inc	\$14,918	\$4,867	(\$341)	3@50	\$19,443
San Mateo County	Sheriff's Lieutenant	\$14,101	\$282			\$14,383	\$1,650	\$127	\$16	\$16,176	\$9,029	(\$705)	Y	\$24,500
Santa Clara County	Sheriff's Lieutenant	\$12,929				\$12,929	\$2,785	\$118	\$10	\$15,842	\$5,921		3@50	\$21,762
Sonoma County	Sheriff's Lieutenant	\$12,467		\$561		\$13,028	\$1,779	\$90	\$15	\$14,912	\$3,594	(\$374)	3@50	\$18,132
City of Oakland	Lieutenant of Police	\$14,417	\$156			\$14,573	\$1,997	\$187		\$16,758	\$2,679	(\$433)	3@55	\$19,004
City of Fremont	Police Lieutenant	\$17,228	\$396			\$17,625	\$2,230	\$128	\$30	\$20,013	\$9,924	(\$517)	3@55	\$29,421
City of Berkeley	Police Lieutenant	\$14,706	\$735	\$54		\$15,495	\$2,066	\$170		\$17,731	\$9,795	(\$294)	3@55	\$27,231
City of Hayward	Police Lieutenant	\$13,499				\$13,499	\$2,889	\$185	\$29	\$16,602	\$7,899	(\$810)	3@50	\$23,691
City of Pleasanton	Police Lieutenant	\$14,030		\$281		\$14,311	\$2,078	\$141	\$23	\$16,553	\$2,692		3@55	\$19,244
City of San Jose	Police Lieutenant	\$14,673	\$587			\$15,260	\$1,761	\$101		\$17,121	\$14,313		2.5/4@50	\$31,434
East Bay MUD	No Comparable Class													
East Bay Regional Park District	Police Lieutenant	\$14,019				\$14,019	\$2,037	\$195		\$16,251	\$2,860	(\$421)	3@55	\$18,690
	Average	\$13,975				\$14,344				\$16,503				\$23,444
	% +/-	0.3%				-2.3%				-1.6%				-25.4%
	Median	\$14,030				\$14,311				\$16,553				\$23,691
	% +/-	-0.1%				-2.1%				-1.9%				-26.8%
	75th Percenile	\$14,417				\$14,648				\$16,758				\$24,500
	% +/-	-2.8%				-4.5%				-3.1%				-31.1%
			Median Gain/Loss				-2.0%				0.2%			
											-24.9%			

**East Bay Regional Park District
Risk Manager**

Survey Agency	Comparable Class	Range Max.	Cash Supplements				Insurance Benefits				Retirement Benefits			
			Long.	Def. Comp.	Ret. Pickup	Base + Cash	Health	Dental	Vision	Base + Cash + Ins.	Emp. Ret.	EE Cont to ER	Ret. Form.	Base + Cash + Ins. + Ret.
Midpeninsula Regional Open Space District	No Comparable Class													
Livermore Area Recreation and Park District	No Comparable Class													
City and County of San Francisco	Safety Officer	\$12,747				\$12,747	\$1,750	\$166		\$14,663	\$2,520		2.3@62	\$17,183
Alameda County	Director, Risk Management	\$13,125			\$394	\$13,519	\$1,854	\$124		\$15,497	\$2,831		2.09@62	\$18,328
Contra Costa County	Risk Manager	\$11,179	\$559	\$235		\$11,973	\$1,825	\$77		\$13,875	\$3,257		2@55	\$17,132
Marin County	Risk Manager	\$12,083				\$12,083	\$1,786	inc	inc	\$13,869	\$2,775		2@61.25	\$16,644
San Mateo County	No Comparable Class													
Santa Clara County	Occupational Safety Environmental Compliance	\$13,029				\$13,029	\$2,785	\$118	\$10	\$15,941	\$3,064	(\$1,044)	2.5@55	\$17,961
Sonoma County	Risk Manager	\$10,900		\$436		\$11,336	\$1,779	\$90	\$15	\$13,220	\$2,071	(\$330)	3@60	\$14,961
City of Oakland	Claims and Risk Manager	\$14,392				\$14,392	\$1,997	\$106	\$22	\$16,518	\$6,077		2.5@55	\$22,595
City of Fremont	Risk Manager	\$14,366		\$287		\$14,654	\$2,230	\$128	\$30	\$17,042	\$4,486		2@60	\$21,528
City of Berkeley	Occupational Health & Safety Officer	\$10,179	\$305	\$181	\$814	\$11,480	\$2,066	\$151		\$13,696	\$3,306	(\$814)	2.7@55	\$16,188
City of Hayward	No Comparable Class													
City of Pleasanton	No Comparable Class													
City of San Jose	Risk Manager	\$12,360				\$12,360	\$1,602	\$150	\$16	\$14,128	\$12,256		2.5@55	\$26,384
East Bay MUD	Risk Manager	\$15,128				\$15,128	\$1,891	\$214	\$24	\$17,256	\$5,546		2.6@62	\$22,802
East Bay Regional Park District	Risk and Safety Manager	\$11,067				\$11,067	\$1,997	\$195		\$13,260	\$3,154		2.5@55	\$16,414
	Average	\$12,681				\$12,973				\$15,064				\$19,246
	% +/-	-14.6%				-17.2%				-13.6%				-17.3%
	Median	\$12,747				\$12,747				\$14,663				\$17,961
	% +/-	-15.2%				-15.2%				-10.6%				-9.4%
	75th Percenile	\$13,746				\$13,955				\$16,229				\$22,061
	% +/-	-24.2%				-26.1%				-22.4%				-34.4%

Median Gain/Loss

0.0%

4.6%

1.2%

APPENDIX C MANAGEMENT SALARY RANGE ADJUSTMENTS

SAMPLE

East Bay Regional Park District Salary Recommendations

Line	Recommended Job Classification Title	Current Job Classification Title	Current Step F	Recomm. Range	Recomm. Step F	Percent Change
1	General Manager	General Manager	\$ 27,290	MG11	\$27,290	0.0%
2						
3	Deputy General Manager	Deputy General Manager	\$ 23,572	MG10	\$23,572	0.0%
4						
5	AGM, Legal and Risk/District Counsel	AGM, District Counsel	\$ 20,400	MG09	\$20,400	0.0%
6	AGM, Operations	AGM, Operations	\$ 20,400	MG09	\$20,400	0.0%
7	AGM, Public Safety/Chief of Police	AGM, Public Safety	\$ 20,400	MG09	\$20,400	0.0%
8						
9	AGM, Acquis/Stew/Development	AGM, Acquis/Stew/Development	\$ 18,547	MG08	\$18,547	0.0%
10	AGM, Finance & Management Svcs	AGM, Finance & Management Svcs	\$ 18,547	MG08	\$18,547	0.0%
11						
12	Fire Chief	Fire Chief	\$ 16,851	MG07	\$16,851	0.0%
13	AGM, Public Affairs/Exec Dir of the Reg Parks Found	AGM, Public Affairs	\$ 16,851	MG07	\$16,851	0.0%
14	Assistant District Counsel II	Assistant District Counsel II	\$ 16,851	MG07	\$16,851	0.0%
15	Chief, Human Resources Officer	Chief, Human Resources Officer	\$ 16,851	MG07	\$16,851	0.0%
16	Police Captain	Police Captain	\$ 16,851	MG07	\$16,851	0.0%
17						
18	Chief, Park Operations	Chief, Park Operations	\$ 15,441	MG06	\$15,441	0.0%
19	Assistant District Counsel I	Assistant District Counsel I	\$ 15,441	MG06	\$15,441	0.0%
20						
21	Assistant Finance Officer	Assistant Finance Officer	\$ 14,019	MG05	\$14,019	0.0%
22	Chief Information Officer	Chief Information Officer	\$ 14,019	MG05	\$14,019	0.0%
23	Chief, Design & Construction	Chief, Design & Construction	\$ 14,019	MG05	\$14,019	0.0%
24	Chief, Interp & Rec Svcs	Chief, Interp & Rec Svcs	\$ 14,019	MG05	\$14,019	0.0%
25	Chief, Land Acquisition	Chief, Land Acquisition	\$ 14,019	MG05	\$14,019	0.0%
26	Chief, Maint & Skilled Trades	Chief, Maint & Skilled Trades	\$ 14,019	MG05	\$14,019	0.0%
27	Chief, Planning, Trails & GIS	Chief, Planning & GIS	\$ 14,019	MG05	\$14,019	0.0%
28	Chief, Stewardship	Chief, Stewardship	\$ 14,019	MG05	\$14,019	0.0%
29	Land Acquisition Manager	Land Acquisition Manager	\$ 14,019	MG05	\$14,019	0.0%
30	Regional Parks Foundation Chief Administrative Officer	New Class	\$ 14,019	MG05	\$14,019	0.0%
31	Police Lieutenant	Police Lieutenant	\$ 14,019	MG05	\$14,019	0.0%
32						
33	Assistant Fire Chief	Assistant Fire Chief	\$ 12,749	MG04	\$12,749	0.0%
34	Business Services Manager	Business Services Manager	\$ 12,749	MG04	\$12,749	0.0%
35	Maintenance Superintendent	Maintenance Superintendent	\$ 12,749	MG04	\$12,749	0.0%
36	Park Unit Manager	Park Unit Manager	\$ 12,749	MG04	\$12,749	0.0%
37	Reg Interp & Rec Svcs Manager	Reg Interp & Rec Svcs Manager	\$ 12,749	MG04	\$12,749	0.0%
38						
39	Aquatics Manager	Aquatic Manager	\$ 11,591	MG03	\$11,591	0.0%
40	Communications, Records & Property Manager	Communications And Records Mgr	\$ 11,591	MG03	\$11,591	0.0%
41	Capital Program Manager	Capital Program Manager	\$ 11,591	MG03	\$11,591	0.0%
42	Survey & Construction Inspection Manager	Construction Manager	\$ 11,591	MG03	\$11,591	0.0%
43	Design Manager	Design Manager	\$ 11,591	MG03	\$11,591	0.0%
44	Ecological Services Manager	Environmental Services Manager	\$ 11,591	MG03	\$11,591	0.0%
45	Facilities Manager	Facilities Manager	\$ 11,591	MG03	\$11,591	0.0%
46	Fleet Manager	Fleet Manager	\$ 11,591	MG03	\$11,591	0.0%
47	Chief, Government & Legislative Affairs	New Class	\$ 11,591	MG03	\$11,591	0.0%
48	Risk and Safety Manager	Risk Manager	\$ 11,067	MG03	\$11,591	4.7%
49	Talent Development Manager	Human Resources Analyst, Principal	\$ 11,591	MG03	\$11,591	0.0%
50	Trades Manager	Trades Manager	\$ 11,591	MG03	\$11,591	0.0%
51						
52	Accounting Manager	Accounting Manager	\$ 11,067	MG02	\$11,067	0.0%
53	Administrative Support Manager	Administrative Support Manager	\$ 11,067	MG02	\$11,067	0.0%
54	Audit Manager	Audit Manager	\$ 11,067	MG02	\$11,067	0.0%
55	Benefits Manager	Benefits Manager	\$ 11,067	MG02	\$11,067	0.0%
56	Budget Manager	Budget Manager	\$ 11,067	MG02	\$11,067	0.0%
57	Clerk of the Board	Clerk of the Board	\$ 11,067	MG02	\$11,067	0.0%
58	Community Relations Manager	Community Relations Manager	\$ 11,067	MG02	\$11,067	0.0%
59	Creative Design Manager	Creative Design Manager	\$ 11,067	MG02	\$11,067	0.0%
60	Restoration Projects Manager	Environmental Program Manager	\$ 11,067	MG02	\$11,067	0.0%
61	Fisheries Program Manager	Fisheries Program Manager	\$ 11,067	MG02	\$11,067	0.0%
62	Grants Manager	Grants Manager	\$ 11,067	MG02	\$11,067	0.0%
63	Information Services Systems Manager	Info Svcs Network Manager	\$ 11,067	MG02	\$11,067	0.0%
64	Learning and Development Manager	Human Resources Analyst, Senior (Training Manager)	\$ 11,067	MG02	\$11,067	0.0%
65	Trails Program Manager	Trails Develop Program Manager	\$ 11,067	MG02	\$11,067	0.0%

Attachment: Exhibit A to Proposed Consulting Services Agreement (2373 : Consulting Services Agreement with Ralph Andersen & Associates)

East Bay Regional Park District
Salary Recommendations

Line	Recommended Job Classification Title	Current Job Classification Title	Current Step F	Recomm. Range	Recomm. Step F	Percent Change
66	Wildland Veg Program Manager	Wildland Veg Program Manager	\$ 11,067	MG02	\$11,067	0.0%
67	Wildlife Program Manager	Wildlife Program Manager	\$ 11,067	MG02	\$11,067	0.0%
68						
69	Development Officer	Development Officer	\$ 10,542	MG01	\$10,542	0.0%
70	Foundation Finance Manager	Management Analyst	\$ 10,542	MG01	\$10,542	0.0%
71	Legislative Policy Management Analyst	New Class	\$ 10,542	MG01	\$10,542	0.0%
72	Senior Human Resources Analyst	Human Resources Analyst II	\$ 10,542	MG01	\$10,542	0.0%
73	Management Analyst	Management Analyst	\$ 10,542	MG01	\$10,542	0.0%
74						
75	Human Resources Analyst	Human Resources Analyst I	\$ 8,249	MG00	\$9,093	10.2%
76						

Attachment: Exhibit A to Proposed Consulting Services Agreement (2373 : Consulting Services Agreement with Ralph Andersen & Associates)



Ralph Andersen & Associates

5800 Stanford Ranch Road, Suite 410

Rocklin, CA 95765

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City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: March 23, 2021
TO: Chair and Agency Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for March 9, 2021, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the March 9, 2021, Regular Meeting.

ATTACHMENTS:

- 210309 PA Minutes

4.3 Ratification of March 9, 2021, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from February 12, 2021, to March 1, 2021, in the amount of \$1,091,414.83.

4.4 City Council Review and Confirmation of the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus

Recommendation: That the City Council review and confirm the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus

4.5 Progress Payment No. 1, for Water Quality Improvement Catch Basin Debris Gate Project Phase IX, CIP No. 412-I

Recommendation: That the City Council approve Progress Payment No. 1, in the net amount of \$131,520.85, to G2 Construction, Inc., for Water Quality Improvement Catch Basin Debris Gate Project Phase IX, CIP No. 412-I.

ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items removed from the Consent Calendar.

5. PLANNING AGENCY

Mayor Pezold recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:13 p.m.

5.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Erica Pezold	Chair	Present	
Don Sedgwick	Vice Chair	Present	
Janine Heft	Agency Member	Present	
Bill Hunt	Agency Member	Present	
Dave Wheeler	Agency Member	Present	

5.2. PUBLIC COMMENTS

There were no Planning Agency public comments on non-agendized items.

5.3. APPROVAL OF MINUTES**5.3.1 Approval of Minutes for February 23, 2021, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the February 23, 2021, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Vice Chair
SECONDER:	Janine Heft, Agency Member
AYES:	Erica Pezold, Chair; Don Sedgwick, Vice Chair; Janine Heft, Agency Member; Bill Hunt, Agency Member; Dave Wheeler, Agency Member

5.4. ADMINISTRATIVE REPORTS

There were no Planning Agency administrative reports.

5.5. PLANNING AGENCY PUBLIC HEARINGS

5.5.1 Conditional Use Permit No. 0053-2021 (Starbucks)/Conditional Use Permit No. 0054-2021 (Plant Power)/Site Development Permit No. 0031-2020, a Request by Clay Toombs on Behalf of EMJ, Ltd. to Construct a New 2,175 Square-Foot Drive-Thru Restaurant (Starbucks), a New 2,503 Square-Foot Drive-Thru Restaurant (Plant Power), and Related Site Improvements on a Portion of a 2.4-Acre Commercial Property at 24888 Alicia Parkway, in the Neighborhood Mixed Use (NMU) Zoning District.

Community Development Director Chantarangsu reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Council requests for additional information.

Chair Pezold opened the Public Hearing.

Clay Toombs, project applicant on behalf of EMJ, Ltd., provided information on the project, responded to Council requests for additional information and agreed to abide by the conditions of approval.

Justin Tucker, Transportation Engineer at Linscott, Law & Greenspan Engineers provided a PowerPoint presentation on the project's Parking

and Traffic Study and responded to Council requests for additional information.

The following individuals addressed the City Council on this item:

Ralph Perovano, a resident of Laguna Hills, spoke regarding concerns of traffic increase on Bentley Lane and Alicia Parkway due to the project.

Michael Whaling, spoke regarding the parking queues and egress for the project.

Chair Pezold closed the Public Hearing.

Recommendation: That the Planning Agency:

- 1) Conduct a Public Hearing for Conditional Use Permit No. 0053-2021 (Starbucks)/Conditional Use Permit No. 0054-2021 (Plant Power)/Site Development Permit No. 0031-2020;
- 2) Find and determine that the proposed Project is consistent with the Class 3 Categorical Exemption determination made for this Project in connection with the previous approval of USE-0015-2020 by the Planning Agency on December 8, 2020, (Notice of Exemption filed on December 15, 2020), and determine that no further environmental review is required;
- 3) Adopt Resolution No. PA2021-03-09-1: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Site Development Permit (SDP) No. 0031-2020, a request by Clay Toombs on behalf of EMJ, Ltd. to construct a new 2,175 square-foot drive-thru restaurant (Starbucks), a new 2,503 square-foot drive-thru restaurant (Plant Power), and related site improvements on a portion of a 2.46-acre commercial property at 24888 Alicia Parkway";
- 4) Adopt Resolution No. PA2021-03-09-2: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 0053-2021 a request by Clay Toombs on behalf of EMJ, Ltd. to allow the operation of a new 2,175 square-foot Starbucks drive-thru restaurant at 24888 Alicia Parkway"; and

5) Adopt Resolution No. PA2021-03-09-3: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 0054-2021, a request by Clay Toombs on behalf of EMJ, Ltd. to allow the operation of a new 2,503 square-foot Plant Power drive-thru restaurant at 24888 Alicia Parkway."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Vice Chair
SECONDER:	Bill Hunt, Agency Member
AYES:	Erica Pezold, Chair; Don Sedgwick, Vice Chair; Janine Heft, Agency Member; Bill Hunt, Agency Member; Dave Wheeler, Agency Member

PLANNING AGENCY ADJOURNMENT

Chair Pezold adjourned the Planning Agency Meeting at 8:25 p.m. All Council Members were present in chamber.

6. CITY COUNCIL PUBLIC HEARINGS

There were no City Council public hearings.

7. ADMINISTRATIVE REPORTS

7.1. City Manager

7.1.1 2020 City Manager's Year End Report

Interim City Manager Rosenfield reviewed the information provided in the staff report.

Recommendation: That the City Council receive and file the report.

RESULT:	RECEIVE AND FILE [UNANIMOUS]
MOVER:	Janine Heft, Council Member
SECONDER:	Dave Wheeler, Council Member
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: March 23, 2021
TO: Mayor and Council Members
FROM: David Reynolds
Deputy City Manager
ISSUE: Website Redesign Project

RECOMMENDATION: That the City Council approve the staff planning of a website re-design, layout of web tools, and the selection of a new website color palette.

SUMMARY:

CivicPlus is the City's website support vendor and planned work efforts for the City's website re-design project ("Project") are underway. The Project is expected to require the next six months to complete. Staff is requesting direction from City Council on the general layout of the website re-design and use of website tools as outlined in this report, as well as a selection of a color palette for the website. Links to CivicPlus website examples have been provided in this staff report to provide the City Council with an opportunity to view the latest website designs in use in other public agencies. These websites examples are designed in a logical format with appropriate and quick access to web tools. As part of the City's social media outreach efforts, staff will also be upgrading the City's current mobile app to CivicPlus' CP Mobile app which requires monies to be budgeted in the next budget cycle as mentioned in the Fiscal Impact section of this staff report.

BACKGROUND:

The City's website was created by, and is supported by, CivicPlus. As part of our contract with CivicPlus, the City is entitled to a website re-design project every four years at no additional cost. This allows the City to periodically update the layout, organization, and aesthetics of the website—essentially to create a new "look and feel" of the City's

Website Project

March 23, 2021

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website and to improve its functionality. These are the goals of this Project. The Project will also address the following:

- Focus on highlighting the services provided by the City.
- Make it easier for users to conduct their business via the website.
- Present government information in an easy-to-find manner.
- Remove barriers in preventing interactions for users with disabilities.
- Upgrade the current mobile app tool to CP Mobile as described herein.

This website re-design Project was initiated in September 2020, with a Project kickoff meeting. At this meeting, a Project checklist and schedule were developed, the Project stakeholders were identified, and a review of our current website and needs were conducted. One of the first steps in the Project was to supply CivicPlus with photos to include in the re-design efforts. As the City Council is aware, a community photo contest was offered in Fall 2020 for the purposes of gathering new photos. Thirteen new photos were selected to be used on the new website as a result of this contest, and the City Council was presented and approved these photos on February 9, 2021.

The Project is expected to require the next six months to complete, and is currently in CivicPlus' "Analyze Phase" of the Project schedule. In this phase, staff is working with the CivicPlus Project Manager and Art Director to identify which tools, also known as widgets, to incorporate into the website, the basic layout structure of the website, and which color palette to use throughout the City's website. Direction from City Council will assist staff in the current Analyze Phase of the Project. Specially, staff is requesting direction from the City Council on the following:

- 1) General layout of a new website and use of website tools based on website examples provided in this Staff Report; and
- 2) Color palette of new website.

Staff plans on bringing another presentation to the City Council later in the Project's schedule to showcase to the City Council the new design of the City's website, based on the direction provided by City Council as requested above.

General Layout of Website and Website Tools

Staff will provide a presentation demonstrating some of the key features and general

website layouts of three CivicPlus website examples that staff favors. The links to these website examples are provided below.

1. Grand Junction, Colorado: <https://www.gjcity.org/>
2. Pottawatomie County, Kansas: <https://www.pottcounty.org/>
3. Northfield, Minnesota: <https://www.ci.northfield.mn.us/>

It is important for the City Council to provide direction to staff on which of the above examples the City Council prefers with attention placed on the general layout of the website, the use and placement of website tools, and access to and presentation of information. During staff's presentation, the following aspects of these website examples will be covered.

- | | | |
|-----------------------|-----------------------|---------------------------------|
| • Fixed Main Menu Bar | • Search bar location | • Social media placement |
| • Quick Links | • Side links | • Scrolling banner (News Flash) |
| • News Flash | • Report a concern | • Social media feed |
| • Calendar | • Common services | |

Color Palette for New Website

Another task of the Analyze Phase of the Project is to select a color palette that will be used throughout the re-design work efforts. Attachment 1 to this staff report includes four color palette options recommended by our CivicPlus Art Director based on colors from the City's Seal. Staff is requesting that the City Council select one of the four color palette options (see Attachment 1). Council's selected color palette option will become the color standard throughout the new website for features such as text (headline, header, subtext, and plain text), menu bars, side bars, page frames and background colors. The application of the color palette on the City's website will be further explained during the presentation on March 23, 2021.

Additional Website Social Media Tool

In addition to this Project, staff is planning to extend the functionality of the City's website by upgrading our current mobile app to CivicPlus' new app platform called CP Mobile. This is a necessary step as the new website will not integrate with the City's current mobile app platform. CP Mobile will serve as an extension of the City's new

Website Project

March 23, 2021

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website by utilizing many of its same features and tools from a smart device, and thereby, enhancing the City's social media outreach. An overview demo of the CP Mobile app can be accessed at the following link: <https://youtu.be/RGoerNiOlBw>. Also, a search can be conducted in a smart phone's "app store" for the following city mobile app examples:

- Portsmouth, VA
- Bartlett, TN

FISCAL IMPACT:

The website re-design work effort is included in the contract with CivicPlus at no additional charge.

Upgrading the City's mobile app to the CivicPlus' CP Mobile app is estimated at \$800 for a one-time implementation cost. The City's website support contract with CivicPlus will increase annually by approximately \$870 for CP Mobile support. Staff plans on incorporating these costs into the next biennial budget.

ATTACHMENTS:

- Attachment a - Color Palette Options

ATTACHMENT a



Option 1



Option 2



Option 3



Option 4



Attachment: Attachment a - Color Palette Options (2370 : Website Project)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: March 23, 2021
TO: Mayor and Council Members
FROM: Erica Pezold
Mayor
ISSUE: Development of Private Slope Landscape Maintenance Guidelines

RECOMMENDATION: Mayor Pezold recommends that the City Council direct staff to develop private slope landscape maintenance guidelines as recommendations to improve the landscape coverage, maintenance consistency and aesthetics of the community and return the guidelines to the City Council for further discussion.

SUMMARY:

Community members have addressed the City Council with expressed concerns regarding the landscape condition and maintenance of private slopes which are prominently observed in the community. An approach to addressing this concern would be to have staff develop private slope landscape maintenance guidelines and then offer them to the property owners to assist them with their own improvement of their properties. Such private slope landscape improvement would be of benefit to the entirety of the City by enhancing the aesthetics of these landscape areas.

BACKGROUND:

Community members have noticed and commented to the City Council that there are areas of the City with slopes facing public streets that are not owned and maintained by the City and not managed and maintained by a Homeowner's Association. These individually owned private slopes are typically associated with single family homes developed under the County's jurisdiction in the 1970s. Each property has its own landscape theme and variable landscape maintenance resulting in inconsistent landscape coverage and conditions.

Development of Private Slope Landscape Maintenance Guidelines

March 23, 2021

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The Laguna Hills Municipal Code, in Chapter 9-74 "Property Maintenance", does include minimum standards for overall property maintenance including limited standards for landscape maintenance but does not explicitly address slope landscape maintenance guidelines. Accordingly, if the City Council desires for staff to more specifically address landscape maintenance on private slopes, the establishment of private slope landscape maintenance guidelines for use by property owners could lead to an improvement of the aesthetics of these slopes.

FISCAL IMPACT:

Development of private slope landscape maintenance guidelines will require an indeterminate amount of staff time and may require brief assistance from consulting Landscape Architects. Actual costs have not been determined.