



Dave Wheeler
Mayor

Joshua Sweeney
Mayor Pro Tempore

Don Caskey
Council Member

Janine Heft
Council Member

Erica Pezold
Council Member

City of Laguna Hills City Council / Planning Agency

Regular Meeting Agenda
Tuesday, October 8, 2024 - 7:00 PM
(Closed Session at 6:00 p.m. when scheduled)

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

In Person Public Comments: Any person wishing to address the City Council/Planning Agency on any matter, whether or not it appears on this Agenda, is asked to complete a pink "Request to Speak" form available on the table at the back of the Chamber and submit the form to the City Clerk. The Request to Speak form assists the Mayor in ensuring that all persons wishing to address the City Council are recognized and ensures accurate identification of meeting participants in the City Council/Planning Agency Minutes. Completion of the form is voluntary. It is City policy to limit public testimony to up to three minutes per person, an overall time limit of twelve minutes for any one subject, and a total time limit of thirty minutes for Public Comments. If you are commenting on an Agenda item, your comments will be heard at the time that item is scheduled on the Agenda. If you are addressing the City Council on an item not listed on the Agenda, the City Council is prohibited by law from discussing or taking any action on that item.

Submission of Electronic Public Comments: Those wishing to make electronic public comments may submit their comments by [email to the City Clerk](#) by 5:00 p.m. on Tuesday, October 8, 2024. 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. All comments received by 5:00 p.m. on the date of the meeting will be provided to the City Council and will be provided for public inspection at the meeting. During the applicable agenda item, the City Clerk will announce the name of the sender and subject matter of all electronic comments received by 5:00 p.m. on Tuesday, October 8, 2024. Email comments will NOT be read by the City Clerk during the meeting. Electronic public comments may only be submitted via email and comments via text and social media (Facebook, X (formerly Twitter), etc.) will not be accepted.

For questions or assistance, please contact the City Clerk's Office at (949) 707-2635 or via [email](#).

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: Bishop Alejandro Rubalcava of Laguna Hills Ward of the Church of Jesus Christ of Latter-day Saints

Pledge of Allegiance: Council Member Caskey

Roll Call of City Council Members

1. Presentations and Proclamations

1.1 Laguna Hills High School Student Liaison Report

Recommendation: That the City Council receive a report from Laguna Hills High School 2024 Fall Student Liaison Dylan Vu.

2. Schedule of Future Events

2.1 Schedule of Future Events

Recommendation: That the City Clerk announce the upcoming meetings and events.

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 twelve minutes for any one subject, and a total time limit of thirty minutes. Clarification questions from the City Council will not count against time limits. Speaker's responses are limited to one minute.

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 September 24, 2024, Special Meeting

Recommendation: That the City Council approve the City Council Minutes for the September 24, 2024, Special Meeting.

4.3 Approval of Minutes for September 24, 2024, Regular Meeting

Recommendation: That the City Council approve the City Council Minutes for the September 24, 2024, Regular Meeting.

4.4 Ratification of October 8, 2024 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from September 13, 2024, to September 26, 2024, in the amount of \$264,099.54.

4.5 2024 Summer Event Series Post-Event Report

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

4.6 2025-2027 Memorial Day Half Marathon, 10K, and 5K Event Management Services Agreement

Recommendation: That the City Council approve and authorize the Mayor to execute an agreement with Spectrum Sports Management, Inc., for event management services for the 2025, 2026, and 2027 City of Laguna Hills Memorial Day Race Events.

4.7 Approval of Four Professional Services Agreements to: 1) Ascent Environmental, Inc.; 2) De Novo Planning Group; 3) Dudek; and 4) LSA Associates, Inc., for On-Call Environmental Review Consulting Services

Recommendation: That the City Council approve four Professional Services Agreements with the following consulting firms: 1) Ascent Environmental, Inc.; 2) De Novo Planning Group; 3) Dudek; and 4) LSA Associates, Inc., for On-Call Environmental Review Consulting Services, in the total not to exceed contract amount of \$500,000 each for a term of five (5) years, respectively, and authorize the City Manager to execute each of the four proposed Professional Services Agreements.

4.8 Approval of Parcel Map No. 2022-189 for Laguna Hills Plaza Shopping Center, 24791-24901 Alicia Parkway

Recommendation: That the City Council approve Final Parcel Map No. 2022-189, a portion of Vesting Tentative Parcel Map (VTTM) No. 2022-189, for the property located at 24794-24901 Alicia Parkway, subject to minor revisions as may be required by the City Engineer and City Attorney.

Items Removed from the Consent Calendar

5. Planning Agency

The Planning Agency is called to order only if there are items scheduled to be presented to the Planning Agency.

6. City Council Public Hearings

7. Administrative Reports

7.1 City Manager

7.1.1 Discussion on a Potential Change to the Start Times for Closed Session Meetings and the General Business Session of Regular Meetings for the City Council

Recommendation: That the City Council discuss and direct staff to draft an ordinance to implement a change to the start times for Closed Session meetings and the General Business Session of regular meetings for the City Council.

7.1.2 Exploring the use of City-owned property at the Former Globe parcel (APN: 616-022-04) as a possible location for a Digital Freeway Billboard

Recommendation: That the City Council receive the presentation regarding digital freeway billboards and provide direction to staff.

7.2 Award of Public Works Construction Contract and Award of a Professional Services Agreement for the Arterial Pavement Rehabilitation Project – Paseo de Valencia & La Paz Road, CIP 104/109, and Curb Ramp Replacement Project – Alicia Parkway

Recommendation: That the City Council:

- 1) Award the Public Works Construction Contract for the Arterial Pavement Rehabilitation Project – Paseo de Valencia & La Paz Road, CIP 104/109, and Curb Ramp Replacement Project – Alicia Parkway, to the lowest responsive

bidder, Hardy & Harper, Inc., in the amount of \$5,565,584.00;

- 2) Award a Professional Services Agreement to GMU Geotechnical, Inc. for pavement testing and observation services in the amount of \$90,000;
- 3) Find that the Project is Categorically Exempt from the California Environmental Quality Act (CEQA), Class 1 Existing Facilities, pursuant to CEQA Guidelines, Section 15301;
- 4) Reject all other construction bids;
- 5) Authorize the City Manager to sign the Public Works Construction Contract with Hardy & Harper, Inc. and the Professional Services Agreement with GMU Geotechnical, Inc.;
- 6) Authorize the Finance Director to amend the budget to recognize revenue and expense in the amount of \$200,000 from the Coronavirus Response and Relief Supplemental Appropriations Act of 2021;
- 7) Authorize the Finance Director to transfer \$336,350 from CIP 101 into CIP 104; and
- 8) Authorize the Finance Director to amend the budget by allocating \$3,000,000 from the General Fund Reserves into CIP No. 104.

8. Matters Agendized and Presented by City Council Members

9. City Council Member Committee Reports

9.1 Committee Assignment Reports

Recommendation: That the City Council receive reports from City Council Members on the City Council Committee Assignments listed in the staff report.

10. City Council Member Comments

Adjournment

The next Regular Meeting of the City Council/Planning Agency will be October 22, 2024, at 7:00p.m., in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, JENNIFER LEE, 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 October 3, 2024, at 5:00p.m.



Jennifer Lee, CMC, City Clerk

It is the intention of the City of Laguna Hills to comply with the Americans with Disabilities Act in all respects. If as an attendee or a participant at this meeting you will need special assistance beyond what is normally provided, the City of Laguna Hills will attempt to accommodate you in every reasonable manner. Please 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. In addition, such writings or documents will be made available for public review on the City's website at: <https://www.lagunahillsca.gov/supplementalagenda> and at the respective public meeting.

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: October 8, 2024
To: Mayor and Council Members
From: Jennifer Lee, City Clerk
Issue: Schedule of Future Events

Recommendation: That the City Clerk announce the upcoming meetings and events

Meetings:

City Council/Planning Agency Regular Meetings

Tuesday, October 22, 7:00 p.m., Laguna Hills Civic Center Council Chamber

Tuesday, November 12, 7:00 p.m., Laguna Hills Civic Center Council Chamber

Events:

Rooted Campaign Planting Event

Saturday, October 12 from 9:00 a.m. - 12:00 p.m., [Beckenham Park](#)

LH Police Services Decorating with Deputies

Wednesday, October 16 from 2:00 p.m. - 4:00 p.m., [Pumpkin City's Pumpkin Farm](#)

Circle of Friends Halloween Dance

Friday, October 18 from 6:00 p.m. – 8:00 p.m., Laguna Hills Community Center

Global Harmony Symphony Fall Concert

Monday, October 21 at 7:00 p.m., Laguna Hills Community Center

National Prescription Take Back Day

Saturday, October 26 from 10:00 a.m. - 2:00 p.m., Laguna Hills Community Center

CR&R Compost Giveaway

Saturday, November 9 from 8:00 a.m. - 12:00 p.m., Former Laguna Hills Mall Site

CIRCLE OF FRIENDS HALLOWEEN PARTY



OCT

AT

18  6 PM

FREE
EVENT
REGISTER
ONLINE
CLASS
#1484

25555 ALICIA PKWY
LAGUNA HILLS, CA 92653
LAGUNAHILLSCA.GOV

DINNER
DRINKS
DESSERT
DANCING

GLOBAL HARMONY SYMPHONY

Valerie Geller, Music Director

PRESENTS

Dvorak No.9 "From the New World"
Kalliwoda "Concertino for Oboe"

GUEST CONDUCTOR
JACOB SUSTAITA



OBOE SOLOIST
RONG-HUEY LIU



7PM, Monday, October 21, 2024

DOORS OPEN @ 6:30PM
FREE ADMISSION
FREE PARKING
SUGGESTED DONATION \$10

Laguna Hills Community
Center, 25555 Alicia
Parkway, Laguna Hills, CA
92653

For additional info visit or contact:
<http://www.globalharmonysymphony.com>
contact@globalharmonysymphony.com

LIVESTREAM LINK:

<https://www.youtube.com/@globalharmonysymphony4666/streams>



NATIONAL Prescription TAKE BACK DAY

Saturday, October 26, 2024
10:00 a.m. – 2:00 p.m.

**Bring unwanted, unused, and expired
prescription medications.**

Free and anonymous. No questions asked.

***NO Sharps, Marijuana, Liquids or pressure
cannisters will be accepted.***

**60% – 70% of teens report their home
medicine cabinet as their source of drugs.
Don't let your medicine cabinet be the
source of drugs for anyone.**



To find additional drop off locations, visit dea.gov/takebackday
For more information call (714) 647- 4133. The event will be held rain or shine.

DROP OFF LOCATIONS

Ladera Ranch

Ladera Ranch Middle School
29551 Sienna Parkway
Ladera Ranch, CA 92694

Laguna Hills

Laguna Hills Comm. Center
25555 Alicia Pkwy.
Laguna Hills, CA 92653

Laguna Niguel

Laguna Niguel City Hall
30111 Crown Valley Pkwy.
Laguna Niguel, CA 92677

Laguna Woods

Laguna Woods City Hall
24264 El Toro Rd.
Laguna Woods, CA 92637

Lake Forest

Lake Forest Civic Center
100 Civic Center Dr.
Lake Forest, CA 92630

Mission Viejo

Mission Viejo City Hall
200 Civic Center
Mission Viejo, CA 92691

Rancho Mission Viejo

Rancho MMC and
RanchLife Offices
28436 Airoso St.,
Rancho Mission Viejo,
CA 92694

RSM

RSM City Hall
22112 El Paseo
Rancho Santa Margarita,
CA 92688

Rossmoor

Rush Park
3021 Blume Drive
Rossmoor, CA 90720

San Clemente

San Clemente City Hall
910 Calle Negocio
San Clemente, CA 92673

Villa Park

Villa Park City Hall
17855 Santiago Blvd.
Villa Park, CA 92681

Yorba Linda

Yorba Linda Police Services
20994 Yorba Linda Blvd.
Yorba Linda, CA 92887

**City of Laguna Hills
City Council
Special Meeting
Minutes
Tuesday, September 24, 2024**

Call to Order

The meeting was called to order at 5:00 p.m. by Mayor Wheeler.

Roll Call of City Council Members

Present:

Mayor Dave Wheeler
Mayor Pro Tempore Joshua Sweeney
Council Member Don Caskey
Council Member Janine Heft
Council Member Erica Pezold

Absent:

Public Comments

There were no public comments on the special meeting items.

City Council Workshop Items

1 Proposed Reader Board at the Corner of Alicia Parkway and Paseo de Valencia

Recommendation: That the City Council:

- 1) Approve the conceptual design of the proposed reader board at the corner of Alicia Parkway and Paseo de Valencia;
- 2) Establish CIP No. 318 for the proposed project;
- 3) Authorize the Finance Director to amend the budget by allocating \$525,000 from the General Fund Reserves into CIP No. 318; and
- 4) Authorize City staff to develop construction plans and documents.

Public Works Director/City Engineer Ames reviewed the information provided in the staff report, provided two handouts and a visual presentation, and responded to Council Member requests for additional information.

City Manager Hildenbrand provided a handout and responded to Council Member requests for additional information.

Mayor Wheeler recessed the meeting at 6:04 p.m. and reconvened the meeting at 6:13 p.m.

City Attorney Simonian responded to Council Member requests for additional information.

A motion to revert to the La Paz Road and Paseo de Valencia location was moved by Council Member Heft, seconded by Council Member Pezold.

Roll Call Vote Result: Failed

Yes 2, No 3, Abstained 0

Ayes: Council Member Heft, Council Member Pezold

Nays: Mayor Wheeler, Mayor Pro Tempore Sweeney, Council Member Caskey

Abstain: None

A motion to approve staff's recommendation was moved by Council Member Heft, seconded by Mayor Wheeler.

A substitute motion to move staff's recommendation and add a second sign at La Paz Road and Paseo de Valencia was moved by Council Member Pezold, and did not receive a second.

Mayor Wheeler called for a roll call vote on the motion to approve staff's recommendation.

Roll Call Vote Result: Approved

Yes 5, No 0, Abstained 0

Ayes: Mayor Wheeler, Mayor Pro Tempore Sweeney, Council Member Caskey, Council Member Heft, Council Member Pezold

Nays: None

Abstain: None

2 Exploring the use of City-owned property at the Former Globe parcel (APN: 616-022-04) as a possible location for a Digital Freeway Billboard

Recommendation: That the City Council receive the presentation regarding digital freeway billboards and provide direction to staff.

A motion to continue the item was moved by Mayor Wheeler, seconded by Mayor Pro Tempore Sweeney.

Roll Call Vote Result: Approved

Yes 5, No 0, Abstained 0

Ayes: Mayor Wheeler, Mayor Pro Tempore Sweeney, Council
Member Caskey, Council Member Heft, Council Member
Pezold

Nays: None

Abstain: None

Adjournment

There being no further business before the City Council at this session, Mayor Wheeler declared the meeting adjourned at 6:56 p.m.

Jennifer Lee, City Clerk

ATTEST:

Dave Wheeler, Mayor

Approved at meeting of October 8, 2024

**City of Laguna Hills
City Council / Planning Agency
Regular Meeting
Minutes
Tuesday, September 24, 2024**

General Business Convening at 7:00 PM

Call to Order

The meeting was called to order at 7:05 p.m. by Mayor Wheeler.

Invocation: Rabbi Dennis Linson of Temple Judea of Laguna Hills

Pledge of Allegiance: Council Member Pezold

Roll Call of City Council Members

Present:

Mayor Dave Wheeler
Mayor Pro Tempore Joshua Sweeney
Council Member Don Caskey
Council Member Janine Heft
Council Member Erica Pezold

Absent:

1. Presentations and Proclamations

1.1 Laguna Hills High School Student Liaison Report

The City Council received a report from Laguna Hills High School 2024 Fall Student Liaison Ann Pham.

2. Schedule of Future Events

2.1 Schedule of Future Events

City Clerk Lee announced the upcoming meetings and events.

3. Public Comments

The following individual(s) provided public comments on non-agendized items:

David Gagne, Laguna Hills resident
Mary Gulino, Laguna Hills resident
Mario Medina, Laguna Hills resident

4. Consent Calendar

A motion to approve the Consent Calendar with Item No. 4.6 removed by Mayor Wheeler, was moved by Mayor Wheeler, seconded by Council Member Heft.

Result: Approved

Yes 5, No 0, Abstained 0

Ayes: Mayor Wheeler, Mayor Pro Tempore Sweeney, Council Member Caskey, Council Member Heft, Council Member Pezold

Nays: None

Abstain: None

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 September 10, 2024, Regular Meeting

Recommendation: That the City Council approve the City Council Minutes for the September 10, 2024, Regular Meeting.

4.3 Ratification of September 24, 2024 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from August 30, 2024, to September 12, 2024, in the amount of \$1,334,616.22.

4.4 Treasurer's Investment Report for August 2024

Recommendation: That the City Council receive and file the Treasurer's Investment Report for the month of August 2024.

4.5 2024 Holiday Lighting and Decorations Agreement with The Christmas Kings

Recommendation: That the City Council: 1) Waive competitive formal bidding requirements and procedures set forth in the City of Laguna Hills Municipal Code (LHMC) Section 3-08.090 with regard to approval of the proposed Holiday Lighting and Decorations Agreement with The Christmas Kings, as it is hereby found and determined, pursuant to LHMC Section 3-08.110, that the recommended contract is for entertainment services and community support; and 2) Approve the proposed Holiday Lighting and Decorations Agreement and authorize the City Manager to execute the Agreement.

4.7 Development Application Status Report

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

Items Removed from the Consent Calendar

4.6 Amendment No. 1 to Cooperative Agreement No. C-9-1420 Between the Orange County Transportation Authority and the Cities of Irvine, Laguna Hills, and Lake Forest for the Lake Forest Drive Regional Traffic Signal Synchronization Program Project

Recommendation: That the City Council: 1) Approve Amendment No. 1 to Cooperative Agreement No. C-9-1420 with the Orange County Transportation Authority for the Lake Forest Drive Regional Traffic Signal Synchronization Program Project; and 2) Authorize the Mayor to sign the Agreement.

Mayor Wheeler removed Item No. 4.6 from the Consent Calendar to request additional information.

Public Works Director/City Engineer responded to Council Member requests for additional information.

A motion to approve staff's recommendation was moved by Mayor Wheeler, seconded by Council Member Heft.

Result: Approved

Yes 5, No 0, Abstained 0

Ayes: Mayor Wheeler, Mayor Pro Tempore Sweeney, Council Member Caskey, Council Member Heft, Council Member Pezold

Nays: None

Abstain: None

5. Planning Agency

There were no separate Planning Agency business items for this meeting.

6. City Council Public Hearings

There were no City Council public hearings.

7. Administrative Reports

7.1 City Manager

7.1.1 Consideration of Policies to either Ban the Installation and Use of Artificial Turf on City-owned properties or Encourage the Planting of Natural Grass in the City of Laguna Hills

Recommendation: That the City Council discuss the proposed policies and either:

1) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, Establishing City Council Policy No. 313, Regarding a Ban on the Installation and Use of Artificial Turf in the City of Laguna Hills"; or

2) Adopt Resolution No. 2024-09-24-1: "A Resolution of the City Council of the City of Laguna Hills, Establishing City Council Policy No. 313, Regarding Encouragement of Planting Natural Grass in the City of Laguna Hills".

City Manager Hildenbrand reviewed the information provided in the staff report and responded to Council Member requests for additional information.

A motion to adopt the second proposed resolution to encourage planting of natural grass in the City was moved by Council Member Pezold, seconded by Council Member Heft.

Roll Call Vote Result: Approved

Yes 5, No 0, Abstained 0

Ayes: Mayor Wheeler, Mayor Pro Tempore Sweeney, Council Member Caskey, Council Member Heft, Council Member Pezold

Nays: None

Abstain: None

8. Matters Agendized and Presented by City Council Members

8.1 Discussion about a Potential Ordinance Banning the Sale of Nitrous Oxide

Recommendation: Mayor Wheeler recommends that the City Council discuss and provide direction to staff.

Mayor Wheeler provided information on the item.

A motion to table the item was moved by Mayor Wheeler, seconded by Council Member Pezold.

Roll Call Vote Result: Approved

Yes 5, No 0, Abstained 0

Ayes: Mayor Wheeler, Mayor Pro Tempore Sweeney, Council Member Caskey, Council Member Heft, Council Member Pezold

Nays: None

Abstain: None

9. City Council Member Committee Reports

9.1 Committee Assignment Reports

The City Council received reports from City Council Members on the City Council Committee Assignments listed in the staff report.

10. City Council Member Comments

Mayor Pro Tempore Sweeney

Mayor Pro Tempore Sweeney provided an update on a recent traffic collision involving members of OCFA's Santiago Handcrew.

Mayor Pro Tempore Sweeney reported on the loss of Joel Brodowski, OCFA IT Manager.

Mayor Pro Tempore Sweeney provided an update on the Airport Fire and thanked OCFA and all other agencies involved for their service.

Adjournment

There being no further business before the City Council at this session, Mayor Wheeler declared the meeting adjourned at 7:49 p.m.

Jennifer Lee, City Clerk

ATTEST:

Dave Wheeler, Mayor

Approved at meeting of October 8, 2024.



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 8, 2024
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Ratification of October 8, 2024 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from September 13, 2024, to September 26, 2024, in the amount of \$264,099.54.

Background:

The City issues accounts payable disbursements on a regular basis and presents it to the 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 September 13, 2024, to September 26, 2024, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Finance Director certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

Fiscal Impact:

Ratification of the accompanying Warrant Register includes disbursements totaling \$264,099.54.

Attachments:

1. Warrant Register - October 8, 2024
2. Payables Detail Report - October 8, 2024



City of Laguna Hills, CA

Warrant Register - October 8, 2024

By Check Number

Date Range: 09/13/2024 - 09/26/2024

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
4205	A-0349	A SOURCE OF PRIDE	09/20/2024	86.04
4206	A-0311	ALLIANT INSURANCE SERVICES	09/20/2024	1,707.00
4207	Z-CS-0496	AMBROSIO PEREZ	09/20/2024	500.00
4208	A-0392	AQUATICO	09/20/2024	7,770.00
4209	A-0365	AT AND T - CALNET 3	09/20/2024	363.12
4210	C-1144	CHARLES ABBOTT ASSOCIATES, INC	09/20/2024	36,822.79
4211	C-0023	COX COMMUNICATION	09/20/2024	833.54
4212	E-0554	ECONOMICS, INC.	09/20/2024	13,298.35
4213	F-0725	FASTSIGNS OF LAKE FOREST	09/20/2024	1,470.80
4214	S-2315	GEORGIA SHEPHERD	09/20/2024	500.00
4215	G-0571	HOLLAND GANNON	09/20/2024	51.19
4216	Z-CD-0444	I BE ROOFING INC	09/20/2024	1,890.00
4217	I-0960	IRV SEAVER MOTORCYCLES	09/20/2024	1,305.87
4218	L-1226	LAGUNA HILLS CHAMBER OF COMMERCE	09/20/2024	10,000.00
4219	M-1612	MINUTEMAN PRESS	09/20/2024	287.29
4220	P-1839	PAPER DEPOT	09/20/2024	43.00
4221	Z-CD-0173	ROOFING STANDARDS, INC.	09/20/2024	14,730.00
4222	S-1902	SAN DIEGO GAS AND ELECTRIC	09/20/2024	32,784.49
4223	S-2330	SOCALGAS	09/20/2024	89.77
4224	S-1904	SOUTHERN CALIFORNIA EDISON	09/20/2024	14,287.80
4225	S-1904	SOUTHERN CALIFORNIA EDISON	09/20/2024	5,520.43
4226	S-2338	SOUTHWEST TOYOTA LIFT	09/20/2024	14,927.60
4227	S-2198	STATE OF CALIFORNIA DEPT OF INDUSTRIAL RELATIONS	09/20/2024	675.00
4228	R-1888	THE RITZ COMPANIES	09/20/2024	12,523.10
4229	Z-CD-0484	TURNER CONSTRUCTION	09/20/2024	12,429.00
4230	T-2656	TYLER TECHNOLOGIES, INC.	09/20/2024	2,400.00
4231	M-1613	ADRIAN MERRITT	09/26/2024	750.00
4232	C-0023	COX COMMUNICATION	09/26/2024	929.70
4233	E-0504	EL TORO WATER DISTRICT	09/26/2024	21,963.75
4234	M-1302	MOULTON NIGUEL WATER DISTRICT	09/26/2024	24,558.91
4235	S-2339	SAHO MUSIC & ENTERTAINMENT, LLC	09/26/2024	2,000.00
Total Regular:				237,498.54

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0002931	W-2450	WEX BANK	09/20/2024	208.61
DFT0002932	W-2450	WEX BANK	09/20/2024	312.56
DFT0002941	H-0966	HIGH LEVEL SECURITY SOLUTIONS, INC.	09/26/2024	7,224.00
DFT0002942	U-2170	US BANK CORPORATE PAYMENT SYSTEMS	09/16/2024	18,855.83
Total Bank Draft:				26,601.00

Bank Code 1 - General Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	51	31	0.00	237,498.54
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	15	4	0.00	26,601.00
EFT's	0	0	0.00	0.00
	66	35	0.00	264,099.54

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	51	31	0.00	237,498.54
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	15	4	0.00	26,601.00
EFT's	0	0	0.00	0.00
	66	35	0.00	264,099.54

Fund Summary

Fund	Name	Period	Amount
998	Pooled Cash & Investments	9/2024	264,099.54
			264,099.54



City of Laguna Hills, CA

Payables Detail Report

By Fund

Payment Dates 09/13/2024 - 09/26/2024

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
Fund: 100 - General Fund					
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 09.06.24	Ralphs	100-310-622005	11.18
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 09.06.24	Laguna Hills Launderland	100-310-622005	10.30
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 09.06.24	Amazon	100-310-622500	322.17
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 09.06.24	Tru Bru Organic Coffee	100-310-624500	24.77
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 09.06.24	Terra Mia Pizzeria	100-310-695512	45.26
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 09.06.24	Pizza Guys	100-310-695512	58.43
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 09.06.24	The Family Ice Cream	100-310-695512	481.50
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 09.06.24	TK Burgers	100-310-695512	898.98
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 09.06.24	Haole Boys Shave Ice	100-310-695512	827.31
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 09.06.24	Facebook	100-310-695513	15.00
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 09.06.24	Pizza Hut	100-310-695513	61.83
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 09.06.24	Smart and Final	100-310-695513	106.42
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 09.06.24	Contemporary Services	100-310-695513	160.00
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 09.06.24	Magic Jump Rentals	100-310-695531	251.90
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 09.06.24	Facebook	100-310-695531	9.22
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 09.06.24	OC Register Subscription	100-310-695531	1.00
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 09.06.24	Facebook	100-310-695531	53.57
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 09.06.24	Staples	100-310-695531	53.86
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 09.06.24	Facebook	100-310-695531	75.00
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 09.06.24	Facebook	100-310-695531	75.00
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 09.06.24	Facebook	100-310-695531	75.00
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 09.06.24	EventBrite Ads Campaign	100-310-695531	150.00
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 09.06.24	Patch.com	100-310-695531	156.00
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 09.06.24	Full Source, LLC	100-310-695531	373.35
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 09.06.24	Home Depot	100-355-720700	16.13
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 09.06.24	Home Depot	100-355-720700	22.60
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 09.06.24	Imperial Sprinkler Supply	100-355-720700	37.11
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 09.06.24	SiteOne Landscape Supply	100-355-720700	45.98

Payables Detail Report

Payment Dates: 09/13/2024 - 09/26/2024

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 09.06.24	Smartlink	100-355-720700	620.00
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3405) 09.06.24	Greek Bistro	100-155-622000	64.13
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3405) 09.06.24	Greek Bistro	100-155-622000	55.33
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3405) 09.06.24	Balvinas Mexican Kitchen	100-155-622000	63.22
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3405) 09.06.24	Custom Patch Hats, LLC	100-195-622000	2,047.90
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3772) 09.06.24	CDW Govt	100-195-940000	1,046.81
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3772) 09.06.24	CDW Govt	100-195-940000	(417.63)
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3772) 09.06.24	Starbucks	100-310-622000	22.00
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 09.06.24	Amazon.com, Blueair Replacement Filters	100-195-622000	1,484.55
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 09.06.24	Amazon	100-195-622000	314.36
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 09.06.24	Amazon	100-195-622000	193.90
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 09.06.24	California Board for Professional Engineers	100-355-610000	180.00
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 09.06.24	Amazon	100-355-622000	25.00
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 09.06.24	Amazon	100-355-622000	117.45
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 09.06.24	AnsaFone Communications	100-355-630000	184.75
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5958) 09.06.24	City of Brea, OCCMA Membership Renewal	100-155-610000	585.00
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5958) 09.06.24	Michael's	100-310-620500	16.86
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5958) 09.06.24	Ralphs	100-310-622005	20.93
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5958) 09.06.24	Ralphs	100-310-622005	123.44
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5958) 09.06.24	Sherman Library & Gardens	100-310-695505	20.00
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5958) 09.06.24	The Gamble House	100-310-695505	120.00
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5958) 09.06.24	Dark Harbor	100-310-695505	115.00
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5958) 09.06.24	OC Regional Parks Parking	100-310-695505	5.00
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6171) 09.06.24	ACC-OC 2024 Washington DC Advocacy Trip	100-155-612002	400.00
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6171) 09.06.24	BJ's Restaurants	100-155-622000	361.82
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6171) 09.06.24	Amazon	100-155-622000	389.24
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Michael's	100-195-622000	242.32
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Home Depot	100-195-622000	215.39
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Southland Auto Care	100-355-646100	127.14
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Amazon	100-355-720401	461.34
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Harbor Freight Tools	100-355-720401	(183.16)
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Home Depot	100-355-720401	(26.94)

Payables Detail Report

Payment Dates: 09/13/2024 - 09/26/2024

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Harbor Freight Tools	100-355-720401	43.09
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Home Depot	100-355-720401	53.85
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Harbor Freight Tools	100-355-720401	59.25
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Home Depot	100-355-720401	99.11
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Harbor Freight Tools	100-355-720401	183.16
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Harbor Freight Tools	100-355-720401	191.77
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Home Depot	100-355-720401	195.51
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Amazon	100-355-720401	204.71
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Home Depot	100-355-720401	428.85
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 09.06.24	Amazon	100-195-621000	64.64
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 09.06.24	Vizual Symphony	100-195-720050	1,040.00
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 09.06.24	Exxon Circle K	100-310-613100	14.33
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 09.06.24	Exxon Circle K	100-310-613100	95.68
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 09.06.24	Exxon Circle K	100-310-613100	64.49
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 09.06.24	Amazon	100-310-620500	15.62
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 09.06.24	Amazon	100-310-622500	426.73
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 09.06.24	Flowcode Pro	100-310-626000	60.00
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 09.06.24	Home Depot	100-310-645500	17.52
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 09.06.24	Exxon Circle K	100-310-646100	18.00
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 09.06.24	Exxon Circle K	100-310-646100	18.00
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 09.06.24	Amazon	100-310-646500	43.42
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 09.06.24	Saddleback Valley Unified School District	100-310-695508	417.15
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 09.06.24	Prime Video	100-310-695512	14.99
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 09.06.24	Amazon Prime Video	100-310-695512	4.19
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 09.06.24	Amazon Prime Video	100-310-695512	3.59
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 09.06.24	Amazon	100-420-621000	7.53
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 09.06.24	Amazon	100-420-621000	32.39
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 09.06.24	J M Trophies and Awards	100-420-622000	357.12
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 09.06.24	Amazon	100-420-622000	47.72
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 09.06.24	Amazon	100-420-622000	47.40
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 09.06.24	South Coast Trophy	100-420-622000	45.21
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 09.06.24	Amazon	100-420-622000	34.45

Payables Detail Report
Payment Dates: 09/13/2024 - 09/26/2024

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 09.06.24	J M Trophies and Awards	100-420-622000	104.57
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 09.06.24	Amazon	100-420-622000	24.76
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 09.06.24	Amazon Prime	100-420-626000	16.15
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 09.06.24	The Toll Roads of OC	100-420-646100	3.46
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 09.06.24	The Toll Roads of OC	100-420-646100	3.46
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 09.06.24	The Toll Roads of OC	100-420-646100	7.51
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 09.06.24	The Toll Roads of OC	100-420-646100	3.46
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 09.06.24	The Toll Roads of OC	100-420-646100	6.92
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 09.06.24	The Toll Roads of OC	100-420-646100	6.82
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 09.06.24	The Toll Roads of OC	100-420-646100	3.46
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 09.06.24	Costco	100-420-695000	43.95
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 09.06.24	Costco	100-420-695000	60.19
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 09.06.24	In-N-Out	100-420-695000	78.44
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 09.06.24	Costco	100-420-695000	199.46
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 09.06.24	In-N-Out	100-420-695000	209.79
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 09.06.24	Target	100-420-695000	86.17
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (9031) 09.06.24	Intelius	100-225-626000	4.99
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (9031) 09.06.24	Intelius	100-225-626000	24.86
09/20/2024	AT AND T - CALNET 3	000022260074	Alarm, City Hall Lines, 8/7/24 - 9/6/24	100-195-630000	208.59
09/20/2024	AT AND T - CALNET 3	000022260074	Alarm, Com Ctr Lines, 8/7/24 - 9/6/24	100-310-630100	154.53
09/20/2024	TYLER TECHNOLOGIES, INC.	025-478535	EPL Implementation Services, Aug '24	100-195-720050	2,400.00
09/20/2024	COX COMMUNICATION	061924	WiFi, City Hall, Jun '24	100-195-630000	182.62
09/20/2024	COX COMMUNICATION	062824	WiFi, Community Center, Jul '24	100-195-630000	650.92
09/20/2024	SOUTHERN CALIFORNIA EDISON	090624 - Acct #70016247	Utilities - Electric, 7/1/24 - 8/31/24	100-355-631000	99.10
09/20/2024	SOUTHERN CALIFORNIA EDISON	090624 - Acct #70016247	Utilities - Electric, 7/1/24 - 8/31/24	100-356-631400	1,206.26
09/20/2024	SOUTHERN CALIFORNIA EDISON	090624 - Acct #70016247	Utilities - Electric, 7/1/24 - 8/31/24	100-356-631900	4,215.07
09/20/2024	SOUTHERN CALIFORNIA EDISON	090624 - Acct #70023450	Utilities - Electric, 7/1/24 - 8/31/24	100-355-631000	1,109.88
09/20/2024	SOUTHERN CALIFORNIA EDISON	090624 - Acct #70023450	Utilities - Electric, 7/1/24 - 8/31/24	100-356-631400	13,177.92
09/20/2024	LAGUNA HILLS CHAMBER OF COMMERCE	091224	Business Attraction / Retention Services, FY 24/25	100-155-700026	10,000.00
09/20/2024	SAN DIEGO GAS AND ELECTRIC	091324	Utilities - Electric, 7/9/24 - 8/7/24	100-310-631100	8,257.79
09/20/2024	SAN DIEGO GAS AND ELECTRIC	091324	Utilities - Electric, 7/9/24 - 8/7/24	100-355-631000	8,844.47
09/20/2024	SAN DIEGO GAS AND ELECTRIC	091324	Utilities - Electric, 8/1/24 - 8/31/24	100-356-631400	14,944.00
09/20/2024	SAN DIEGO GAS AND ELECTRIC	091324	Utilities - Electric, 8/1/24 - 8/31/24	100-356-631900	738.23
09/20/2024	SOCALGAS	091824	Utilities - Gas, Comm Ctr, 8/14/24 - 9/16/24	100-310-632500	89.77
09/20/2024	HOLLAND GANNON	091924	Heritage Day Supplies	100-310-695531	51.19
09/20/2024	FASTSIGNS OF LAKE FOREST	2016-19082	Heritage Day Signs, Sep '24	100-310-695531	1,050.57
09/20/2024	FASTSIGNS OF LAKE FOREST	2016-19146	Heritage Day Posters, Sep '24	100-310-695531	420.23
09/20/2024	IRV SEAVER MOTORCYCLES	20242038	Motorcycle Maintenance, Police Svcs, Sep '24	100-420-646100	1,305.87
09/20/2024	THE RITZ COMPANIES	224894	Janitorial Services, Sep '24	100-310-721505	12,523.10
09/20/2024	ALLIANT INSURANCE SERVICES	2816439	Heritage Day Event Insurance	100-310-695531	1,707.00
09/20/2024	AQUATICO	372-273	Fountains/Water Features Maintenance, Sep '24	100-310-645500	795.00

Payables Detail Report
Payment Dates: 09/13/2024 - 09/26/2024

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
09/20/2024	AQUATICO	372-274	Wall Water Fountain Repairs, Sep '24	100-310-645500	6,975.00
09/20/2024	MINUTEMAN PRESS	589	Heritage Day Postcards, Sep '24	100-310-695531	287.29
09/20/2024	AMBROSIO PEREZ	77833506	Refund, Facility Deposit, R #66426920	100-000-222000	500.00
09/20/2024	A SOURCE OF PRIDE	9110871	Operating Supplies, Sep '24	100-195-622000	86.04
09/20/2024	WEX BANK	98567830 COMSVCS	Vehicle Fuel, Jul '24	100-310-613100	208.61
09/20/2024	WEX BANK	98567921 PUBWKS	Vehicle Fuel, Jul '24	100-355-613100	294.56
09/20/2024	WEX BANK	98567921 PUBWKS	Vehicle Maintenance, Jul '24	100-355-646100	18.00
09/20/2024	TURNER CONSTRUCTION	BLDC-0164-2021	BLDC-0164-2021, C&D Refund, REC-006978-2022	100-000-227001	5,286.00
09/20/2024	TURNER CONSTRUCTION	BLDC-0169-2021	BLDC-0169-2021, C&D Refund, REC-008087-2022	100-000-227001	7,143.00
09/20/2024	ROOFING STANDARDS, INC.	BLDR-0269-2023	BLDR-0269-2023, C&D Refund, REC-011150-2023	100-000-227001	1,290.00
09/20/2024	ROOFING STANDARDS, INC.	BLDR-0287-2023	BLDR-0287-2023, C&D Refund, REC-011199-2023	100-000-227001	990.00
09/20/2024	I BE ROOFING INC	BLDR-0287-2024	BLDR-0287-2024, C&D Refund, REC-013301-2024	100-000-227001	630.00
09/20/2024	I BE ROOFING INC	BLDR-0288-2024	BLDR-0288-2024, C&D Refund, REC-013300-2024	100-000-227001	630.00
09/20/2024	I BE ROOFING INC	BLDR-0289-2024	BLDR-0289-2024, C&D Refund, REC-013302-2024	100-000-227001	630.00
09/20/2024	PAPER DEPOT	IN19568-8559	Destruction Bin	100-310-645500	43.00
09/20/2024	STATE OF CALIFORNIA DEPT OF INDUSTRIAL RELATIONS	S 2099988 SN	Inspection, Elevator Conveyance #123674, Sep '24	100-310-645500	675.00
09/26/2024	COX COMMUNICATION	090524	T-1 Line, 9/5/24 - 10/4/24	100-195-630000	845.70
09/26/2024	COX COMMUNICATION	090724	Traffic Signal, 9/7/24 - 10/6/24	100-195-630000	84.00
09/26/2024	MOULTON NIGUEL WATER DISTRICT	091224	Utilities - Water, 8/13/24 - 9/9/24	100-310-635100	604.65
09/26/2024	MOULTON NIGUEL WATER DISTRICT	091224	Utilities - Water, 8/13/24 - 9/9/24	100-355-635000	23,954.26
09/26/2024	SAHO MUSIC & ENTERTAINMENT,	092024	Heritage Day, Sean Oliu Performance	100-310-695531	2,000.00
09/26/2024	EL TORO WATER DISTRICT	092524	Water Usage, Public Works, Jul '24	100-355-635000	21,963.75
09/26/2024	ADRIAN MERRITT	309	Heritage Day Magician	100-310-695531	750.00
09/26/2024	HIGH LEVEL SECURITY SOLUTIONS, INC.	5827	Private Security Patrol, 9/9/24 - 9/22/24	100-420-720850	7,224.00
Fund 100 - General Fund Total:					185,896.88

Fund: 212 - Measure M2 Fund

09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Home Depot	212-355-720400	118.45
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Home Depot	212-355-720400	192.87
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Home Depot	212-355-720400	(192.87)
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Home Depot	212-355-720400	7.13
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Harbor Freight Tools	212-355-720400	9.69
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Home Depot	212-355-720400	(31.68)
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Harbor Freight Tools	212-355-720400	32.84
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Harbor Freight Tools	212-355-720400	10.73
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Home Depot	212-355-720400	50.00
09/16/2024	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 09.06.24	Home Depot	212-355-720400	6.76
09/20/2024	CHARLES ABBOTT ASSOCIATES, INC	67871	Road Maintenance, Aug '24	212-355-720400	36,822.79
Fund 212 - Measure M2 Fund Total:					37,026.71

Fund: 214 - AB 2766 Fund

09/20/2024	SOUTHWEST TOYOTA LIFT	SPINV-071295	Electric Cart, Payloader 2XL	214-310-900000	14,927.60
Fund 214 - AB 2766 Fund Total:					14,927.60

Payables Detail Report

Payment Dates: 09/13/2024 - 09/26/2024

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
Fund: 306 - CR&R Recycling Fee Fund					
09/20/2024	ECONOMICS, INC.	2024.2	Professional Services, Recycling Program, Aug '24	306-355-700000	13,298.35
Fund 306 - CR&R Recycling Fee Fund Total:					13,298.35
Fund: 307 - Construction & Demolition Forfeited Deposits Fund					
09/20/2024	ROOFING STANDARDS, INC.	BLDR-0258-2023	BLDR-0258-2023, C&D Refund, REC-011058-2023	307-000-436000	660.00
09/20/2024	ROOFING STANDARDS, INC.	BLDR-0268-2023	BLDR-0268-2023, C&D Refund, REC-011149-2023	307-000-436000	660.00
09/20/2024	ROOFING STANDARDS, INC.	BLDR-0280-2023	BLDR-0280-2023, C&D Refund, REC-011177-2023	307-000-436000	960.00
09/20/2024	ROOFING STANDARDS, INC.	BLDR-0286-2023	BLDR-0286-2023, C&D Refund, REC-011198-2023	307-000-436000	750.00
09/20/2024	ROOFING STANDARDS, INC.	BLDR-0288-2023	BLDR-0288-2023, C&D Refund, REC-011193-2023	307-000-436000	1,170.00
09/20/2024	ROOFING STANDARDS, INC.	BLDR-0308-2023	BLDR-0308-2023, C&D Refund, REC-011254-2023	307-000-436000	330.00
09/20/2024	ROOFING STANDARDS, INC.	BLDR-0309-2023	BLDR-0309-2023, C&D Refund, REC-011253-2023	307-000-436000	1,170.00
09/20/2024	ROOFING STANDARDS, INC.	BLDR-0310-2023	BLDR-0310-2023, C&D Refund, REC-011257-2023	307-000-436000	1,650.00
09/20/2024	ROOFING STANDARDS, INC.	BLDR-0338-2023	BLDR-0338-223, C&D Refund, REC-011359-2023	307-000-436000	1,350.00
09/20/2024	ROOFING STANDARDS, INC.	BLDR-0339-2023	BLDR-0339-2023, C&D Refund, REC-011357-2023	307-000-436000	900.00
09/20/2024	ROOFING STANDARDS, INC.	BLDR-0340-2023	BLDR-0340-2023, C&D Refund, REC-011356-2023	307-000-436000	1,170.00
09/20/2024	ROOFING STANDARDS, INC.	BLDR-0341-2023	BLDR-0341-2023, C&D Refund, REC-011355-2023	307-000-436000	1,680.00
Fund 307 - Construction & Demolition Forfeited Deposits Fund Total:					12,450.00
Fund: 998 - Pooled Cash & Investments					
09/20/2024	GEORGIA SHEPHERD	091924	Heritage Day, Change Boxes	998-000-100007	500.00
Fund 998 - Pooled Cash & Investments Total:					500.00
Grand Total:					264,099.54

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	185,896.88
212 - Measure M2 Fund	37,026.71
214 - AB 2766 Fund	14,927.60
306 - CR&R Recycling Fee Fund	13,298.35
307 - Construction & Demolition Forfeited Deposits Fund	12,450.00
998 - Pooled Cash & Investments	500.00
Grand Total:	264,099.54

Account Summary

Account Number	Account Name	Payment Amount
100-000-222000	Refundable Deposits	500.00
100-000-227001	Security Deposit - Waste	16,599.00
100-155-610000	Memberships & Dues	585.00
100-155-612002	Travel - ACC-OC	400.00
100-155-622000	Operating Supplies	933.74
100-155-700026	Professional Services - Business	10,000.00
100-195-621000	Computer Supplies	64.64
100-195-622000	Operating Supplies	4,584.46
100-195-630000	Telephone & Communications	1,971.83
100-195-720050	Contract Services - Software	3,440.00
100-195-940000	Computer Hardware & Software	629.18
100-225-626000	Subscriptions & Books	29.85
100-310-613100	Vehicle Fuel	383.11
100-310-620500	Office Supplies - Community	32.48
100-310-622000	Operating Supplies	22.00
100-310-622005	Operating Supplies - Community	165.85
100-310-622500	Supplies - Program Services	748.90
100-310-624500	Advertising - Program Services	24.77
100-310-626000	Subscriptions & Books	60.00
100-310-630100	Telephone & Communications -	154.53
100-310-631100	Utilities - Electric (Community	8,257.79
100-310-632500	Utilities - Gas (Community	89.77
100-310-635100	Utilities - Water (Community	604.65
100-310-645500	Facility Maintenance & Repairs	8,505.52
100-310-646100	Vehicle Maintenance & Repairs	36.00
100-310-646500	Equipment Maintenance &	43.42
100-310-695505	Cultural Excursions	260.00
100-310-695508	July Fourth Celebration	417.15
100-310-695512	Movies in the Park	2,334.25
100-310-695513	Concerts	343.25
100-310-695531	Heritage Day	7,540.18
100-310-721505	Contract Services - Janitorial &	12,523.10
100-355-610000	Memberships & Dues	180.00
100-355-613100	Vehicle Fuel	294.56
100-355-622000	Operating Supplies	142.45
100-355-630000	Telephone & Communications	184.75
100-355-631000	Utilities - Electric	10,053.45
100-355-635000	Utilities - Water	45,918.01
100-355-646100	Vehicle Maintenance & Repairs	145.14
100-355-720401	Other Public Works Maintenance	1,710.54
100-355-720700	Landscape Maintenance	741.82
100-356-631400	MOE - Electric (Streetlights &	29,328.18
100-356-631900	MOE - Electric (On-Bill Financing)	4,953.30
100-420-621000	Computer Supplies	39.92
100-420-622000	Operating Supplies	661.23
100-420-626000	Subscriptions & Books	16.15
100-420-646100	Vehicle Maintenance & Repairs	1,340.96

Account Summary

Account Number	Account Name	Payment Amount
100-420-695000	Community Assistance & Public	678.00
100-420-720850	Private Security Patrol	7,224.00
212-355-720400	Street Maintenance	37,026.71
214-310-900000	Vehicles	14,927.60
306-355-700000	Professional Services	13,298.35
307-000-436000	Forfeited C&D Deposits	12,450.00
998-000-100007	Cash on Hand - Cashier's Float	500.00
Grand Total:		264,099.54

Project Account Summary

Project Account Key	Payment Amount
None	264,099.54
Grand Total:	264,099.54



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 8, 2024
To: Mayor and Council Members
From: Holland Gannon, Community Services Manager
Issue: 2024 Summer Event Series Post-Event Report

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

Background:

The City of Laguna Hills Community Services Department celebrated a successful summer with the Concerts in the Park and Movies in the Park series, featuring an impressive lineup that drew large crowds and fostered community spirit.

Concerts in the Park:

The concert series kicked off on **July 19** with Paperback Writer: The Beatles Experience, in which attendees enjoyed nostalgic tunes. Following this, Stone Soul brought oldies and Motown classics to the stage on **July 26**. Local favorite, Family Style, performed on **August 2** on a mobile stage on the soccer field due to anticipated larger crowd attendance. The series continued on **August 9** with Yachty by Nature, providing a fun, yacht rock experience, and culminated with the grand finale, Symphony on the Go on **August 31**, which showcased a beautiful orchestral performance.

All concerts, except for Symphony on the Go, which was held at Cabot Park, took place at the Laguna Hills Community Center and Sports Complex. The first two concerts used the Town Green Gazebo for a stage, and the last two concerts hosted at the Laguna Hills Community Center and Sports Complex used a portable stage installed on the soccer field. The average attendance at each of the concerts in the Concert in the Park series was approximately 350 people.

Movies in the Park:

In addition to the successful concert series, the Movies in the Park series drew large crowds from the neighborhoods surrounding each park where the movie event was held. The movie series kicked off on **August 16** at Costeau Park with the family-friendly film *Lilo & Stitch*, and the Community Services Department provided free shave ice from Haole Boys for the first 150 attendees. The following week, on **August 23**, at El Conejo Park, *Planes* took to the screen on National Ride the Wind Day, where staff handed out free kites to participants. On **August 30**, Santa Vittoria Park transformed into a magical setting for the 2023 version of *The Little Mermaid*, enchanting audiences with its underwater adventures. For this event, staff hired an ice cream truck to give out free ice cream to the first 150 attendees. Finally, on **September 6** at Beckenham Park, *Kung Fu Panda 4* rounded out the series for the End of Summer Celebration. TK Burgers provided burgers, chips, and drinks to the first 150 participants. Each movie saw an average of approximately 200 attendees.

Fiscal Impact:

The budget for the 2024 Concerts in the Park series was \$34,000, not including staff time. Total expenditures were \$40,850 including \$735 for supplies for Symphony on the Go and estimated staff costs as represented in the table below.

2024 Concerts in the Park Expenditures

Direct Costs

Bands	\$12,000
Stage and Sound	\$24,463
Signage	\$175
Supplies	\$322
Portable Restrooms	\$560
Total Direct Costs	\$37,520
Estimated Staff Costs	\$3,330
Total Expenditures	\$40,850

The budget for the 2024 Movies in the Park series was \$10,000, not including staff time. Total expenditures were \$12,663 including estimated staff costs as represented in the table below.

2024 Movies in the Park Expenditures

Direct Costs

Haole Boys Shave Ice	\$828
Movie License	\$2,440
Ice Cream Truck	\$482
TK Burger Truck	\$1,373
Kites	\$809
Supplies	\$1,100
Portable Restrooms	\$1,240
Total Direct Costs	\$8,271
Estimated Staff Costs	\$4,392
Total Expenditures	\$12,663

Attachments:

None



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 8, 2024
To: Mayor and Council Members
From: Holland Gannon, Community Services Manager
Issue: 2025-2027 Memorial Day Half Marathon, 10K, and 5K Event Management Services Agreement

Recommendation: That the City Council approve and authorize the Mayor to execute an agreement with Spectrum Sports Management, Inc., for event management services for the 2025, 2026, and 2027 City of Laguna Hills Memorial Day Race Events.

Background:

Registration for the City's annual Memorial Day Half Marathon, 5K, and 10K, which honors the United States Marine Corps Dark Horse Battalion, has historically begun each year in the fall. The next Memorial Day race event will occur on May 26, 2025, and another agreement for event management services needs to be secured. The agreement with Spectrum Sports Management, Inc. (Spectrum) for event management services for the last three Memorial Day race events has expired.

Pursuant to Section 3-08.110(L)(11) of the Procurement Code of the LHMC, the City's standard procurement policies, as set forth in Sections 3-08.070, 3-08.080, 3-08.090 and 3-08.150 of the LHMC, need not be followed, may be dispensed with, and are not applicable, irrespective of estimated value, to contracts for community support and/or recreation services. Nevertheless, Staff's intention was to elicit proposals from several event management vendors through an informal process, per Section 3-08.080 of the LHMC. Staff solicited informal proposals from three event management firms and received only one from Spectrum.

Spectrum has a long history of managing successful events throughout Southern California, including the Laguna Hills Memorial Day Race Events since 2022. Other

events managed by Spectrum include the Disneyland Half Marathon, Susan G. Komen Orange County Walk, and the Surf City Run in Huntington Beach. Based on their experience with managing the City of Laguna Hills events, Staff is recommending that a three-year event management agreement, attached, be entered into with Spectrum for the May 26, 2025, May 25, 2026, and May 31, 2027 Memorial Day race events.

Fiscal Impact:

Spectrum's base fee for event management services is \$47,000 for each event. The City's total cost for Spectrum's base fee for event management services over the three-year agreement term is \$141,000. In addition, Spectrum is entitled to a commission fee equal to twenty-percent (20%) of the gross sponsorship value for all sales delivered through Spectrum's sponsorship efforts. The commission fee in 2024 amounted to \$2,350. Furthermore, Spectrum provides timing services for the race. The timing fees are as follows: \$800 per day for a two-day packet pick-up, \$2.65 per athlete bib, and timing mat locations at \$800. The timing services fee in 2024 amounted to \$9,085.

The City's budget for the race event for this fiscal year (or the May 26, 2025 event) is \$205,000 for event expenditures, \$170,000 in registration revenue, and \$5,000 in race sponsorship revenue.

A budget will need to be established in the next biennial budget for the 2026 and 2027 race events.

Attachments:

1. 2025 - 2027 Memorial Day Race Event Management Services Agreement

EVENT MANAGEMENT SERVICES AGREEMENT
By and Between
the City of Laguna Hills and
Spectrum Sports Management, Inc.,
for the
2025-2027 Memorial Day Half Marathon, 10K and 5K Events

THIS EVENT MANAGEMENT SERVICES AGREEMENT (the “Agreement”) is made, entered into, and effective this ____ day of _____, 2024, (“Effective Date”) by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (“City”), and SPECTRUM SPORTS MANAGEMENT, INC., a California corporation, with its principal place of business located at 2058 N. Mills Ave. #454, Claremont, California, 91711 (“Spectrum”).

RECITALS

A. City requires the services of a qualified sports event management services firm for the management and operation of the City of Laguna Hills Memorial Day Half Marathon, 10K and 5K Events, which will be held on May 26, 2025, May 25, 2026, and May 31, 2027, referred to hereinafter individually as an “Event” and collectively as the “Events”.

B. Based on its experience, education, training, and reputation, Spectrum is qualified to provide the necessary sports event management services to City for the Events and desires to provide such sports event management services.

C. City desires to retain Spectrum to provide the necessary sports event management services to the City for the Events.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to retain and does hereby retain Spectrum and Spectrum agrees to provide services to the City as follows:

AGREEMENT

1. SPECTRUM SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Spectrum shall provide sports event management services to City for the Events as set forth and described in the Scope of Services/Work attached to this Agreement as Exhibit “A” and incorporated herein by reference (hereinafter, the “services” or “work”). Spectrum represents and warrants that all services and work provided for the Events under this Agreement by Spectrum shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the sports event planning and event management industry. In the event of any inconsistency between the terms contained in the Scope of Services/Work and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law. All services rendered under this Agreement shall be provided by Spectrum in accordance with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

1.3 Licenses and Permits. Except as otherwise specified in the Scope of Services, Spectrum shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work. By executing this Agreement, Spectrum warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

2. TIME FOR COMPLETION

The time for completion of the services to be performed by Spectrum is an essential condition of this Agreement. Spectrum shall prosecute regularly and diligently the work of this Agreement according to the agreed upon Schedule of Performance set forth in Exhibit "A". Spectrum shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Spectrum. Delays shall not entitle Spectrum to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF SPECTRUM

3.1 Compensation of Spectrum. For the event management services rendered pursuant to this Agreement, Spectrum shall be compensated as follows:

A. Base Fee. Spectrum shall receive an event management base fee not to exceed forty seven thousand dollars (\$47,000.00) ("Base Fee") for each Event, which shall be paid by City to Spectrum according to the Schedule of Payments set forth in Exhibit "B".

B. Commission. Spectrum may be entitled to receive commission ("Commission") from City not to exceed twenty percent (20%) of cash donation/sponsorship contributions made by Event sponsors that are solely and exclusively generated by Spectrum ("Sponsorship Contributions"). An Event donor/sponsor will be considered to be solely and exclusively generated by Spectrum only if the sponsor is recruited, confirmed, and serviced by Spectrum and Spectrum submits to City a completed sponsorship form for that sponsor prior to the Event. Spectrum shall not be entitled to any Commission for any donations or sponsorship contributions made by Saddleback Memorial Medical Center.

1. Commission Invoice. Following each Event, Spectrum shall submit to the City an itemized invoice in a form approved by the City's Finance Director for Commission owed to Spectrum under this Agreement.

2. Commission Payment. All requests for reimbursement must be submitted to City no later than June 30 following each Event. Payment of the Commission owed to Spectrum by City shall be made within thirty (30) days of the latter of: (a) City receipt of Spectrum's invoice, or (b) City receipt of all Sponsorship Contributions.

C. Cancellation. The City reserves the right, at its sole discretion and for any reason whatsoever, to cancel any Event prior to and including the date of the Event. Should any Event be cancelled by the City more than thirty (30) days prior to the date of the Event, Spectrum shall return fifty percent (50%) of the amount received for the Base Fee within thirty (30) days of said cancellation or termination minus any Budgeted Expenses as defined below. Should an Event be cancelled by the City less than thirty (30) days prior to the date of the Event, Spectrum shall be paid the entire Base Fee.

D. Event Expenses. Spectrum shall be authorized to incur expenses (“Budgeted Expenses”) on behalf of the City that are budgeted for in the Event Budget, attached hereto as Exhibit “C” (the “Event Budget”), except that Budgeted Expenses that exceed the budgeted amount provided for in the Event Budget by more than three hundred dollars (\$300.00) shall be approved in writing and in advance by the Contract Officer. All invoices for Budgeted Expenses shall be submitted by Spectrum to the Contract Officer upon receipt. In the event it is necessary for Spectrum to pay for Budgeted Expenses, Spectrum shall submit an invoice to the City following payment of the Budgeted Expenses, and the City shall reimburse Spectrum within thirty (30) days of City receipt of the invoice. All invoices or requests for reimbursement must be submitted to City no later than June 30 of each year following the Event; the City will not pay any invoices submitted by Spectrum to City for Budgeted Expenses after this deadline. Spectrum shall provide the Contract Officer with a written monthly expense report detailing the expenses incurred for the Event.

E. Entire Compensation. The compensation provided for in this Section 3.1 shall constitute Spectrum’s entire compensation for all event management services rendered by Spectrum pursuant to this Agreement.

3.2 Participant Registration. Participant registration for the Events, including the collection of all race entry fees (“Race Entry Fees”) shall take place both before and during the Events. Participant registration prior to the Events is to be conducted by Spectrum under subcontract with Run Sign Up, and Spectrum Timing Services, (the “Registration Companies”). The City must approve in advance in writing any requested changes to the Registration Companies. Spectrum shall be responsible for ensuring that the Registration Companies provide City with direct payments of all Race Entry Fees collected once per month. At no time shall Spectrum be in possession of, or make any deposit of, any Race Entry Fees. Participant registration during the Events, including the collection of Race Entry Fees, shall be conducted exclusively by authorized City staff.

3.3 Method of Payment. In any month in which Spectrum wishes to receive payment, Spectrum shall no later than the first working day of such month submit to City in the form approved by City’s Finance Director, an invoice for services rendered prior to the date of the invoice. Payments shall be based on payment schedule set forth in Exhibit “B” attached hereto for the Base Fees. City shall pay Spectrum for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Spectrum’s invoice.

3.4 Changes. In the event any change or changes in the Scope of Services is requested by City, the parties hereto shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An

amendment may be entered into to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Spectrum's profession. The City Manager shall be authorized to execute such amendment(s).

3.5 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the City Council of City for the fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon Schedule of Performance set forth in Exhibit "A". The extension of any time period must be approved in writing by the Contract Officer.

4.3 Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Spectrum, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather, or any State or County Health order related to the COVID-19 pandemic restricting the ability to conduct the Event or the public's ability to participate in the Event, if Spectrum shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect commencing on the Effective Date and ending on July 30, 2027, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1 Representative of Spectrum. The following principal of Spectrum is hereby designated as being the principal and representative of Spectrum authorized to act on its behalf with respect to the services and work specified herein and make all decisions in connection therewith: Mike D. Bone, President. It is expressly understood that the experience, knowledge, education, capability, 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 Spectrum and devoting sufficient time to personally supervise the event management services hereunder. The foregoing principal may not be changed by Spectrum without prior written approval of the Contract Officer.

5.2 Contract Officer. The Contract Officer shall be the City Manager, or his/her designee. It shall be the Spectrum's responsibility to keep the Contract Officer fully informed of

the progress of the performance of the services and work and Spectrum shall refer any decisions that 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.

5.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, education, capability, and reputation of Spectrum, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Spectrum shall not contract with any other individual or entity to perform in whole or in part the services required hereunder without the express written approval of the Contract Officer. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City Manager.

5.4 Independent Contractor

A. The legal relationship between the parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Spectrum a City employee. During the performance of this Agreement, Spectrum and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. The personnel performing the services and work under this Agreement on behalf of Spectrum shall at all times be under Spectrum's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Spectrum or any of its officers, employees, or agents, except as set forth in this Agreement. Spectrum, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Spectrum's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Spectrum shall pay all wages, salaries, and other amounts due its employees in connection with 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 Spectrum in its business or otherwise a joint venturer or a member of any joint enterprise with Spectrum.

B. Spectrum 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 Spectrum, its officers, employees, or agents in connection with any performance under this Agreement. Except for fees paid to Spectrum as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Spectrum for the performance of services and work performed by Spectrum under this Agreement. City shall not be liable for compensation or indemnification to Spectrum, its officers, employees, or agents, for injury or sickness arising out of performing services and work hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 3, of any nature relating to salary, taxes, or benefits of Spectrum's officers, employees, servants, representatives, subcontractors, or agents, Spectrum shall defend, indemnify, and hold harmless the City from and against all such financial obligations.

5.5 Personnel. Spectrum agrees to assign the following individuals to perform the services set forth herein. Spectrum shall not alter the assignment of the following personnel without the prior written approval of the Contract Officer. Acting through the City Manager, the City shall have the unrestricted right to order the removal of any personnel assigned by Spectrum by providing written notice to Spectrum.

Name:

Title:

Mike D. Bone

President

In addition, Spectrum shall provide an event director, venue director, course director, a volunteer manager, and a start and finish line manager. The individuals to fulfill these positions shall be determined at least three (3) weeks before the Events and are subject to the approval of the City.

6. INSURANCE AND INDEMNIFICATION

6.1 Compliance with Insurance Requirements. Spectrum 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. Spectrum 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. In addition, Spectrum shall not allow any subconsultant or subcontractor to commence any work or services until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section. If Spectrum's existing insurance policies do not meet the insurance requirements set forth herein, Spectrum agrees to amend, supplement or endorse the policies to do so.

In addition, Spectrum shall be responsible for obtaining an official sanction for the Events from USA Track and Field ("USATF"), and shall ensure that the City and Spectrum are named insureds under USATF's general liability insurance ("USATF Insurance") for purposes of the Events. At least thirty (30) days before the Events, certificates of insurance and endorsements evidencing coverage under the USATF Insurance and designating the City, its elected officials, officers, employees, agents, and volunteers, and Spectrum as named insureds shall be delivered to City. At least thirty (30) days before the Events, a fully executed "USATF Approved Sanction Form", evidencing official USATF sanctioning for the Events and USATF Insurance coverage for the Events, shall be delivered to City.

6.2 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, Spectrum 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.** Spectrum 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. Spectrum 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. Spectrum 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. Spectrum 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. Spectrum 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.

D. USATF Insurance with limits of at least three million dollars (\$3,000,000.00) per occurrence.

6.3 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 Spectrum agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Spectrum shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

6.4 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 Spectrum 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 Spectrum, 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 Spectrum’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, Spectrum shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

6.5 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.

6.6 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.

6.7 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 Spectrum 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. Spectrum hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Spectrum hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

6.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Spectrum 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, Spectrum 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. Spectrum 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.

6.9 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 Spectrum may be held responsible for payments of damages to persons or property.

6.10 Enforcement of Agreement (Non-Estoppel). Spectrum acknowledges and agrees that actual or alleged failure on the part of the City to inform Spectrum 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.

6.11 Insurance for Subconsultants. Spectrum shall include all subconsultants or subcontractors engaged in any work or services for Spectrum relating to this Agreement as additional insureds under the Spectrum's insurance policies, or Spectrum 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 Spectrum'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. Spectrum shall not allow any subconsultant or subcontractor to commence any work or services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Spectrum agrees to provide satisfactory evidence of compliance with this subsection upon request of the City.

6.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Spectrum pursuant to this Agreement:

A. Spectrum 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 Spectrum 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 Spectrum's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Spectrum 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 Spectrum, provide the same minimum insurance coverage required of Spectrum. Spectrum 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. Spectrum agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

F. Spectrum agrees to provide immediate written notice to City of any claim, demand or loss against Spectrum 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.

6.2 Indemnification. To the fullest extent permitted by law, Spectrum shall defend (at Spectrum's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its elected 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 (Spectrum'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 Spectrum's performance under this Agreement, but excluding such Claims arising from the sole negligence or willful misconduct of the City, its elected or appointed officers and officials, employees, agents, and volunteers. Under no circumstances shall the insurance

requirements and limits set forth in this Agreement be construed to limit Spectrum's indemnification obligation or other liability hereunder.

7. RECORDS AND REPORTS

7.1 Reports. Spectrum shall provide a monthly report to the Contract Officer concerning the performance of the services and work required by this Agreement as the Contract Officer shall require.

7.2 Records. Spectrum shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and 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.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Spectrum in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Spectrum shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Spectrum may retain copies of such documents for its own use. Spectrum shall have an unrestricted right to use the concepts embodied therein.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Spectrum in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.5 Cost Records. Spectrum shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law. This Agreement shall be construed and interpreted both as to validity and 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 Spectrum covenants and agrees to submit to the personal jurisdiction of such court in the Events of such action.

8.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Spectrum. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are 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.

8.4 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 injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement at any time, with or without cause, upon ten (10) days written notice to Spectrum, except that where termination is due to the fault of Spectrum and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Spectrum shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Spectrum shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

8.6 Attorneys' Fees. In the Events of 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 attorney fees, expert Spectrum fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding.

9. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of City Officers and Employees. No officer, director, official, or employee of City shall be personally liable to the Spectrum, or any successor-in-interest, in the Events of any default or breach by City or for any amount which may become due to the Spectrum or its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination. Spectrum covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:

City of Laguna Hills
Attention: City Manager
24035 El Toro Road
Laguna Hills, California 92653

To Spectrum:

Spectrum Sports Management, Inc.
Attention: Mike D. Bone, President
2058 N. Mills Ave. #454
Claremont, California, 91711

10.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

10.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 Severability. In the Events that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

“CITY”
City of Laguna Hills

By: _____
Dave Wheeler,
Mayor

APPROVED AS TO FORM:

ATTEST

By: _____
Gregory E. Simonian,
City Attorney

By: _____
Jennifer Lee,
Deputy City Manager/City Clerk

“SPECTRUM”
Spectrum Sports Management, Inc., a California
corporation

Date: _____

By : _____
Mike D. Bone, President

EXHIBIT A

SCOPE OF SERVICES / WORK SCHEDULE OF PERFORMANCE



Pre-Event Planning:

The following Production Package outlines services that will be implemented and utilized for the City of Laguna Hills Memorial Day Half Marathon:

- A. Create an event operational budget and manage it for revenue and expenses with the city's approval. Provide regular, real-time check-ins on the budget for both revenue and expenses.
- B. City liaison with all necessary departments: including but not limited to Police, Fire, and City Officials. *Spectrum Sports President or Vice President will be available for necessary City Council Meetings, or Councilpersons individually, to answer questions about the event and/or to mitigate challenges that may present themselves during the term of this agreement.*
- C. Host an All-City meeting with neighboring cities, municipalities, and HOAs to ensure everyone is in sync for event day.
- D. File the permits with local and city offices, County of Orange, OCFA, OC Transit
- E. Create and Set up Online Registration and registration Management through partners at Run Sign Up.. Set up registration, pricing, price increase links and manage discount codes and comps for local running clubs; Team Darkhorse and other partners.
- F. Create and manage timelines for event and any ancillary activities: Post Race Festival, Expo/Clinics, etc. These timelines and production schedules will at minimum outline a signage plan, volunteer positions and needs, event equipment, sanitation and vendors.
- G. Implement our Event Management tool, Click Up, to provide City Staff with full insight of deadlines, upcoming decisions, budget decisions and overall management as we build towards the event.
- H. Marketing planning, budgeting, and activation within the approved event budget and focusing on the running community.
- I. Marketing assistance to the running community through Spectrum Sports' social media outlets.

- J. Start and Finish Line management and set-up / tear down. This will include trusses, banners, and a patriotic atmosphere to enhance the day's overall meaningfulness.
- K. Course/ Route management, design, and implementation with all city departments, including approved traffic control plans and liaison with traffic control company.
- L. Create flexible course changes and meet with City of Laguna Hills Traffic Engineer staff to ensure that the most up-to-date procedures are being used for the safety of the runners and the residents with minimum impact on the residents' traffic flow.
- M. Water Station Planning, Equipment, and Setup
- N. Schedule day entertainment, including race announcers for the start and finish, as well as sound at both locations
- O. Volunteer planning, recruitment, and event day management and training of volunteers
- P. Spectrum Sports will be responsible for the hiring and management of Vendors (not limited to):
 - a. Temporary restrooms
 - b. Tables, chairs, tents
 - c. Security
 - d. Sanitation plans and trash removal
 - e. Power needs that may be above and beyond what the facility offers
 - f. Sound throughout the venue
 - g. Fencing, staging, vehicles
 - h. Water, cups, and refreshments during and post-run
- Q. Coordinate professional event photography. Photographs will be made available to participants for purchase.
- R. Event Equipment - Spectrum Sports Management owns a supply of race equipment that can be utilized including, but not limited to: cones, start/finish trusses, course marking materials, registration tents, and generators.

Event Day Operations:

- A. All Race Day logistics, including course traffic plans, equipment management and necessary staffing to ensure a safe and efficient event
- B. Retain and manage parking at the race start and shuttle services for runners from the Community Center back to the start line. Professional

staff will be positioned at both ends to ensure a smooth parking and return operation.

- C. Venue build out, receive all supplies, vendors, and necessary items, and ensure proper placement.
- D. Arrange security of the Event Venue for the safety of the participants and the beer garden
- E. Set up course with signage marking course for runner direction and placement of course marshals
- F. Establish, build and dress start/finish line and aesthetic
- G. Set up sufficient water stations and oversee the management
- H. Volunteer Management, recruitment and placement
- I. Coordinate Race Day Expo Exhibitors
- J. Provide a professional and experienced event staff, including:
 - a. Event Director
 - b. Venue Director
 - c. Course Director
 - d. Volunteer Manager
 - e. Start & Finish Line Manager
 - f. Sponsor load-in and signage fulfillment
 - g. Additional support crew based on the number of participants

Marketing and Promotional Services:

- A. Spectrum Sports will create an advertising and marketing plan to present to the City for approval. The plan will include all available elements and budgets for e-newsletters, digital advertising (Facebook and Google AdWords), and relevant outlets based on our experience and successes from the past three years. Spectrum Sports also provides current, professional demographics for the running industry throughout Southern California and will use this expertise to drive new participants.
- B. Consult on website development and oversee this update and implementation, including new maps, new videos, and new information
- C. Fully implement the Run Sign Up CRM marketing tools utilizing your event's history and previous databases we have already built into RSU to ensure maximum return and entries.
- D. Outreach to area running clubs to create incentives for their participation
- E. Network with additional Spectrum Sports races and databases with co-promotion

- F. Spectrum will provide dedicated emails to promote the Memorial Day Half Marathon events, regularly scheduled Facebook posts on Spectrum Sports and Run Catalina and placement on the Spectrum Sports Events website.

Sponsors and Expo Management:

- A. Create a sponsorship deck and expo flyer, respectively
- B. Work on building a relationship with the Chamber of Commerce to invite/attract local businesses to participate in the expo.
- C. Send this information to Spectrum's in-house clients and contacts
- D. Distribute expo fliers to running community and local companies
- E. Identify and solicit vendors who can "enhance" the event experience and expo through healthy living, activities, gyms, etc.
- F. Communicate set-up information to all sponsors and expo vendors

Post Event:

- A. With the input of the Spectrum staff, a complete after-action report covering all aspects of the event planning and weekend will be created. Upon request, this report will be presented to City staff and other applicable agencies.
- B. All invoices collected, approved for accuracy, and sent to the city for processing before the close of the fiscal year on June 30th.
- C. Spectrum Sports will be on-site until all event pieces are loaded out and have left the venue, ensuring the grounds are in good order.

Timing Services Provided

- Preparation of all bibs with 'B' Tags and participant label
- Set up, maintain, and provide customer service for online registration. This includes custom branding and the entire registration page/process buildout.
- Manage pre-race and race day packet pick-up and onsite registration (STS staff member to oversee volunteers)
- Setup onsite registration and results using a QR system for timeliness and efficiency for the customer
- Setup timing systems for both a start and finish line
- Include a "cheater mat" on the half-marathon course to ensure accurate results
- Setup Announcer system and laptop at the finish line

- Provide preliminary results printed on-site and via QR codes to look up on personal devices
- Provide printout for the awards ceremony
- Have results posted to the website by 2:00 PM the same day
- Finish Line Clock and tripod stand
- Pre-event Runner Email
- Same Day Post-Event Results Email

SCHEDULE OF PERFORMANCE

Month	Tasks
October	Sign agreement Decide upon registration platform Decide upon races, fees, price increases Decide upon bike ride/brick
November	Go live with registration Develop marketing and outreach schedule Set up marketing tracking tools Run a special for early birds Create New Years Promotion Establish advertising schedule
December	Create/edit new expo flyer & sponsorship deck Create graphics for theme Design Finish Medals to use in advertising Design t-shirts to use in advertising Reach out to previous sponsors (City provide lists) Update all race calendars
January	Turn in all permits Check on any course tweaks, changes Start designing layout of start & finish - CADS Design expo area Sign agreement with Spectrum Timing Start running advertising
February	Notify neighbor cities Notify race start venue

- Update volunteer needs and begin outreach
 - Establish goodie bag or not
 - Secure medical
 - Outreach to area running clubs
- March
- Recruit cycling team
 - Secure ambulance
 - Update all Traffic Control Plans
 - Order Traffic equipment/vendor
 - Retain tent/table vendor
 - Order all medals and shirts per pacing of registration
 - Solicit sanitation and porto bid
- April
- Secure all vendors with input of City
 - Create Shuttle plan
 - Create final medical plan
 - Finalize CAD maps for operations
 - Retain HAMM team
 - Rent radios
- May
- Complete Ops Plan
 - Complete Ops Timeline
 - Traffic notifications out
 - Complete truck plan
 - Produce Event
- June
- After Action Plan - ALL
 - Compile all reimbursements to City
 - Review all vendor invoices and approve for city payment

EXHIBIT B

SCHEDULE OF PAYMENTS

EXHIBIT B
2025-2027 Schedule of Payments

Except as otherwise provided in this Agreement, Spectrum shall be entitled to receive payments according to the following payment schedule:

Base Fee: Annual fee of \$47,000.00 for management of each Event. Payments to be structured as:

December 1 st prior to event	= \$7,000
February 1 st of event year	= \$10,000
April 1 st of event year	= \$10,000
May 1 st of event year	= \$10,000
Within 30 days of conclusion of event	= \$10,000

Timing Fee: \$800 per day for a two-day packet pick-up, \$2.65 per athlete bib, and timing mat locations at \$800.

Sponsorship/Expo Sales: a fee equal to twenty-percent (20%) of the gross sponsorship value for all sales delivered through Spectrum Sports' efforts.

Expenses: All expenses incurred with the pre-approval of the City shall be invoiced within thirty-days of the event.

EXHIBIT C

2025-2027 EVENT BUDGET

Event Budget Expenses Estimate for 2025-2027 Half Marathon, 10K & 5K

Total Expenses	Estimated \$205,000.00
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	Estimated
Permits	
Laguna Hills High School	\$125.00
Laguna Woods	\$350.00
Health Dept.	\$1,000.00
ABC Permit	\$100.00
Aliso Viejo	\$300.00
OC Permits	\$1,200.00
OCFA	\$500.00
Totals	\$3,575.00

Advertising	
Race Grader	\$1,000.00
RacePlace	\$850.00
Facebook	\$3,000.00
Booth Space/Bags	\$600.00
Media Strike	\$500.00
CA Half Series	\$400.00
Timing Services	\$10,000.00
Totals	\$16,350.00

Graphics	
Website	\$1,250.00
RaceBanners/Signs	\$3,500.00
Domain Fees	\$60.00
Web Hosting	\$290.00
Web Design	\$2,000.00
Totals	\$7,100.00

Miscellaneous	
Insurance	\$2,000.00
Runner's Gear Bags	\$500.00
Trucks/Gas	\$1,200.00
Ambulance	\$1,200.00
Kids Zone-L. Murray	\$1,200.00
Pacers	\$600.00
Volunteer Food	\$1,500.00
Security	\$2,275.00
Comm./sponsors 20%	\$3,000.00
OCSD Police Services	\$31,000.00
Totals	\$44,475.00

	Estimated
Race Expenses	
Food/Water/Cups	\$1,000.00
Course Cert.	\$1,000.00
Medals	\$8,500.00
Busses	\$5,100.00
T-Shirts/Hats	\$19,000.00
Walkie Talkies	\$600.00
Bibs	\$1,600.00
Totals	\$36,800.00

Services	
Photo/Drone Video	\$2,000.00
Electrical & sound	\$5,600.00
Portable Restrooms/Fencing	\$8,600.00
Announcer	\$1,500.00
American Barr./Traffic Plan	\$20,000.00
Spectrum Sports Management	\$47,000.00
Totals	\$84,700.00

Expo	
Bounce Houses	\$1,000.00
Rentals	\$11,000.00
Totals	\$12,000.00

City is responsible for payment of all expenses outlined in this budget unless noted otherwise.

Income

	Estimated	Actual
Total income	\$175,000.00	\$0.00

Admissions	Estimated	Actual
1/2 marathon	\$75,000.00	
10K	\$43,000.00	
5K	\$49,200.00	
Kids Run+Diaper Dash	\$2,000.00	
Diaper Dash	\$800.00	
	\$170,000.00	\$0.00

Sponsors	Estimated	
Total	\$5,000.00	\$0.00



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 8, 2024
To: Mayor and Council Members
From: Jay Wu, Senior Planner
Issue: Approval of Four Professional Services Agreements to: 1) Ascent Environmental, Inc.; 2) De Novo Planning Group; 3) Dudek; and 4) LSA Associates, Inc., for On-Call Environmental Review Consulting Services

Recommendation: That the City Council approve four Professional Services Agreements with the following consulting firms: 1) Ascent Environmental, Inc.; 2) De Novo Planning Group; 3) Dudek; and 4) LSA Associates, Inc., for On-Call Environmental Review Consulting Services, in the total not to exceed contract amount of \$500,000 each for a term of five (5) years, respectively, and authorize the City Manager to execute each of the four proposed Professional Services Agreements.

Background:

To fulfill the City's mission, goals and objectives, the City utilizes consultants on an on-call, as-needed basis for a variety of professional consulting services to assist City staff. The Community Development Department has identified the need for qualified environmental consultants to assist with a variety of services, including preliminary review of projects for California Environmental Quality Act (CEQA) purposes, preparing CEQA documents, providing peer review of CEQA documents, among a variety of other tasks. Toward this end, the City has determined that there is a need to retain the professional services of qualified land use and environmental planning firms to provide environmental review consulting services for the purpose of ensuring that the City complies with all aspects of the California Environmental Quality Act ("CEQA"), as well to provide the City with other as-needed land use, environmental planning, and CEQA review, compliance, and planning and support services that may be required on an as-needed, on-call basis.

Pursuant to Laguna Hills Municipal Code Section 3-08.150, a formal competitive Request for Proposals (RFP) process was issued for On-Call CEQA Consulting Services on May 30, 2024. The City received sixteen (16) proposals from qualified firms by the due date of July 11, 2024. As part of the formal competitive selection process, an internal committee was assembled to evaluate the proposals. After independent evaluations were completed, the best qualified candidate firms were determined to be: Ascent Environmental, Inc.; De Novo Planning Group; Dudek; and LSA Associates, Inc., based upon their demonstrated competence and professional qualifications. Each of the selected firms have local Orange County offices, have specialized expertise in providing CEQA consulting services for municipal clients, have excellent qualified staffing, experience, and references, and have the demonstrated ability to meet the City's consulting needs.

The proposed professional services agreements provide that there is no guarantee of work being issued to any one firm, the work will be issued by Task Order only, there is a total maximum contract amount of \$500,000 each, the term of the agreements are each limited to five (5) years, and the agreements are non-exclusive. The proposed agreements will be effective October 9, 2024. A majority of the costs associated with consultant services utilized under the proposed agreements is anticipated to be reimbursable through applicant deposit accounts established for discretionary applications processed through the Community Development Department.

Therefore, City staff recommends that the City Council approve the proposed Professional Services Agreements with each of the four firms recommended, which are attached hereto, and authorize the City Manager to execute each of the proposed Professional Services Agreements. The Proposals submitted to the City by each of the four firms selected are attached as Exhibit "A" to each Agreement.

Fiscal Impact:

None.

Attachments:

1. Attachment 1 - Professional Services Agreement with Ascent Environmental, Inc
2. Attachment 2 - Professional Services Agreement with De Novo Planning Group
3. Attachment 3 - Professional Services Agreement with Dudek
4. Attachment 4 - Professional Services Agreement with LSA Associates, Inc.

PROFESSIONAL SERVICES AGREEMENT
Ascent Environmental, Inc.
On-Call Environmental Review Consulting Services

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective the 9th day of October 2024, 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 ASCENT ENVIRONMENTAL, INC., 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 land use and environmental planning firm to provide environmental review consulting services for the purpose of ensuring that the City complies with all aspects of the California Environmental Quality Act ("CEQA"), as well to provide the City with other as-needed land use, environmental planning, and CEQA review, compliance, and planning and support services that may be required on an as-needed, on-call basis (the "Project").

B. In response to City's Request for Proposals (RFP), dated May 30, 2024, Consultant has submitted to City a proposal, dated July 11, 2024, to provide the City with professional land use planning and environmental review consulting services for the Project pursuant to the terms and conditions of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and technical expertise to provide the professional land use planning and environmental review consulting services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, training, certification, or technical expertise necessary to perform the work and services contracted for herein.

D. City desires to retain Consultant to provide such professional land use planning and environmental review consulting services 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 the professional

land use planning and environmental review consulting services for the Project as set forth in the Proposal/Scope of Work, dated July 11, 2024, 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 Services and Work 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 Proposal/Scope of Work dated July 11, 2024 submitted to the City ("Consultant's Proposal"), which shall both be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal/Scope of Work is attached hereto as Exhibit "A" and is hereby incorporated by reference and 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 (Exhibit "A").

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 elected and appointed 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 elected and appointed 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. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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 the Consultant's Proposal/Scope of Services (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 professional 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 Five Hundred Thousand Dollars (\$500,000.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings deemed reasonably necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. 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 Optional CPI Adjustment. The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from October 9, 2024 through October 8, 2026). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any

fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

2.4 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.

2.5 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 term of this 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, or on each task order, if applicable, 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, pandemics, 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 upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on October 9, 2024 and ending on October 8, 2029, unless extended by mutual written agreement of the Parties.

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

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 to make all decisions in connection therewith: **Chad R. Beckstrom, AICP, Principal in Charge**. 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. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

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 as required by law 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.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars (\$2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. Intentionally omitted.

2. If the policy of insurance is written on a "claims-made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

3. In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Work or Services under the terms of this Agreement.

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 and hold the City, its elected and appointed officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. 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. 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.

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. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the

project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

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. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 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.

8.6 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.

8.7 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.

8.8 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 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 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

To Consultant: Ascent Environmental, Inc.
Attention: Chad R. Beckstrom, Principal
15642 Sand Canyon, #54491
Irvine, California 92619
Telephone: (949) 988-0890
Email: Chad.Beckstrom@Ascent.inc

10.3 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.

10.4 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.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 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.

10.7 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.

10.8. 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.

10.9 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.

10.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[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

JARAD L. HILDENBRAND,
City Manager

ATTEST:

(SEAL)
JENNIFER LEE, City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“CONSULTANT”
ASCENT ENVIRONMENTAL, INC., a
California corporation

By: _____

Gary Jacobs,
President

By: _____

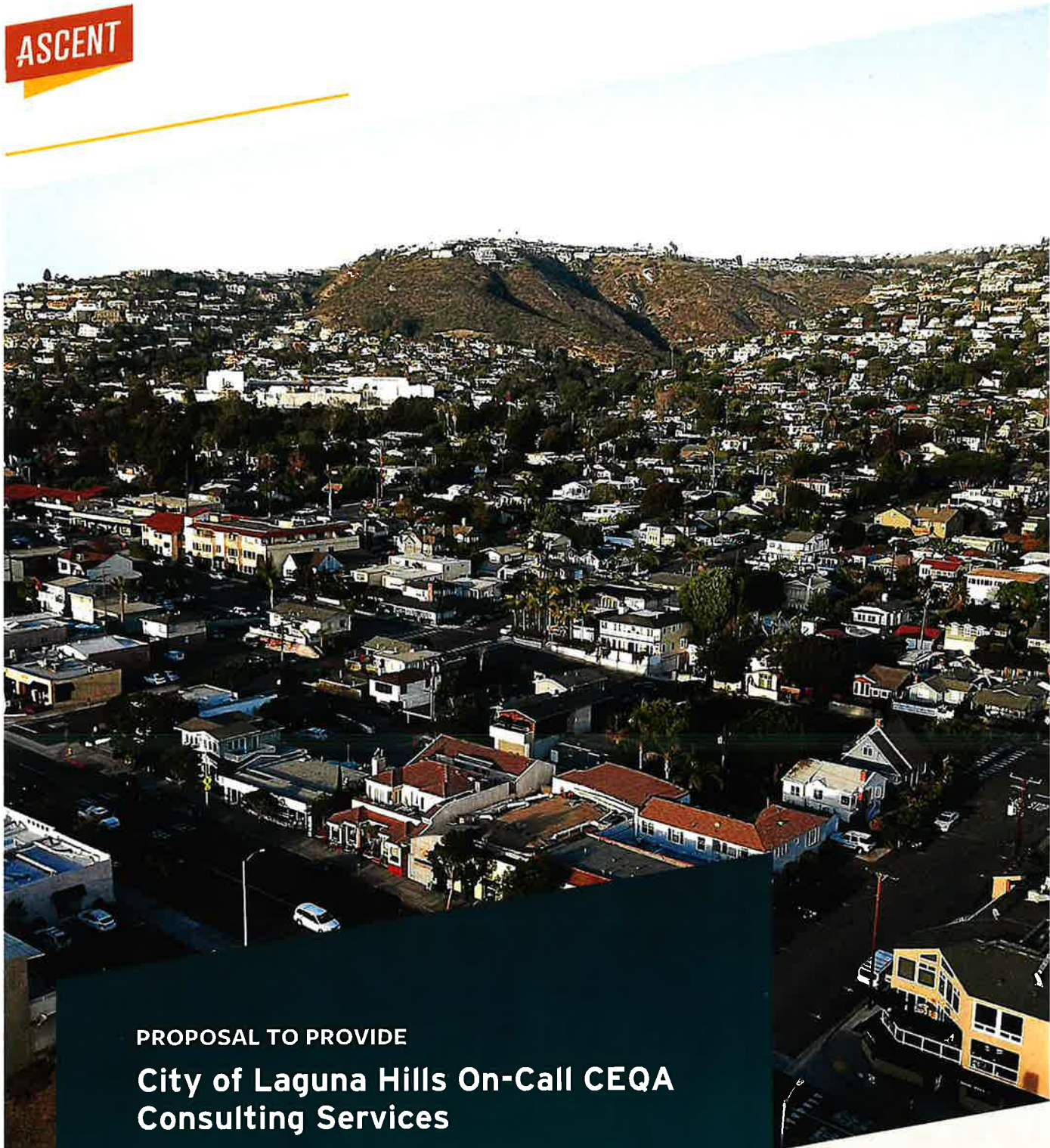
Amanda Olekszulín,
Chief Financial Officer

EXHIBIT “A”

**CONSULTANT’S PROPOSAL/ SCOPE OF WORK
FOR
ON-CALL ENVIRONMENTAL REVIEW CONSULTING SERVICES**

DATED: JULY 11, 2024

SCOPE OF SERVICES FOR PROJECT
INCLUDING,
SCHEDULE OF PERFORMANCE
AND
SCHEDULE OF COMPENSATION/ FEES



PROPOSAL TO PROVIDE
**City of Laguna Hills On-Call CEQA
Consulting Services**

PREPARED FOR:
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

ATTENTION:
Jay S. Wu, AICP
Senior Planner

7.11.2024

Original



COVER LETTER

A

July 11, 2024

City of Laguna Hills
Jay Wu, Senior Planner
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Proposal for On-Call CEQA Consulting Services

Dear Mr. Wu:

Laguna Hills is a charming and predominantly residential city in southern Orange County. As one of the smaller cities in the county, the city's residents enjoy a dense suburban feel, coffee shops, parks, and other amenities. These features contribute to the quality of life enjoyed by its residents but also create some concerns when new development or redevelopment have the potential to generate impacts on the community from traffic, noise, and air pollution. The pressures of providing housing to help address the housing crisis across the state, accommodating new or redevelopment of commercial and industrial uses, and dealing with general growth in the region can often conflict with the views and desires of the city's existing residents and elected officials. These factors may lead to challenges during the planning process and leave the City vulnerable to opposition or threats of litigation as part of the California Environmental Quality Act (CEQA) documentation process.

As a midsize firm of approximately 130 professionals, Ascent can help the City navigate these issues and offer the depth and breadth of environmental planning services that results in personal service, nimble responsiveness, quality outcomes, and kind staff who value enjoyable professional relationships. We are experts in complex and high-profile CEQA projects with active public involvement and scrutiny, but no project is too small for us to stoke our interest and to get involved. Ascent is the ideal candidate to assist the City with environmental review services for the following reasons:

- **We Offer a Strong Project Management Team.** With Chad Beckstrom, AICP, and Tanya Jones as the project management team, you can have confidence that they will work hand in hand with the City and be involved in person or virtually as needed. Chad and Tanya have worked together for over 15 years and are an exceptional team at addressing client needs, whether it be advising staff on the most appropriate environmental document or addressing public scrutiny and concerns from the community and decision-makers. We will focus on providing the City the best CEQA advice and highest-quality environmental documentation.
- **Our Technical Specialists Provide the Highest Expertise in Their Fields.** Ascent's in-house experts are the best in their fields, assuring the City that our technical studies, or peer reviews of applicant-prepared technical studies, will include the correct methodologies, adequately substantiate conclusions, and be CEQA-compliant. Our experts include leading greenhouse gas/air quality, biological resources, cultural and tribal resources, hydrology and water quality, noise, and transportation specialists who will be able to address and identify proper mitigation for any construction and operational effects.

- ▲ **We Have a Pristine Track Record for Preparing Legally Defensible CEQA Documents.** When you hire Ascent, you know that we share a common goal of legal defensibility and stay abreast of the most up-to-date legislation and court decisions. We plan for litigation from the start and are frequently brought in for the "stickiest" projects, often working alongside our clients' attorneys to proactively build a strong record as we go.

We look forward to the opportunity to work with the City of Laguna Hills and appreciate your consideration of our submittal. Please do not hesitate to reach out to us if you have any questions or require further information.

Sincerely,



Chad Beckstrom, AICP
Principal

e: Chad.Beckstrom@Ascent.inc

p: 949.569.9448



Tanya Jones
Senior Project Manager

e: Tanya.Jones@Ascent.inc

p: 949. 569.9503

cc: 20240148.01

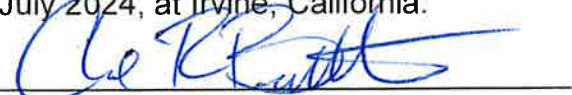
ATTACHMENT 1

NON-COLLUSION AFFIDAVIT

The undersigned represents and certifies that:

1. This Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Laguna Hills or of anyone interested in the proposed contract.
5. Proposer affirms that all statements contained in the Proposal and related documents are true and correct.
6. Proposer has not directly or indirectly submitted the proposal 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 person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. Proposer has not entered into any arrangement or agreement with any City of Laguna Hills public officer in connection with this proposal.
8. Proposer understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct. Executed this 3rd day of July 2024, at Irvine, California.



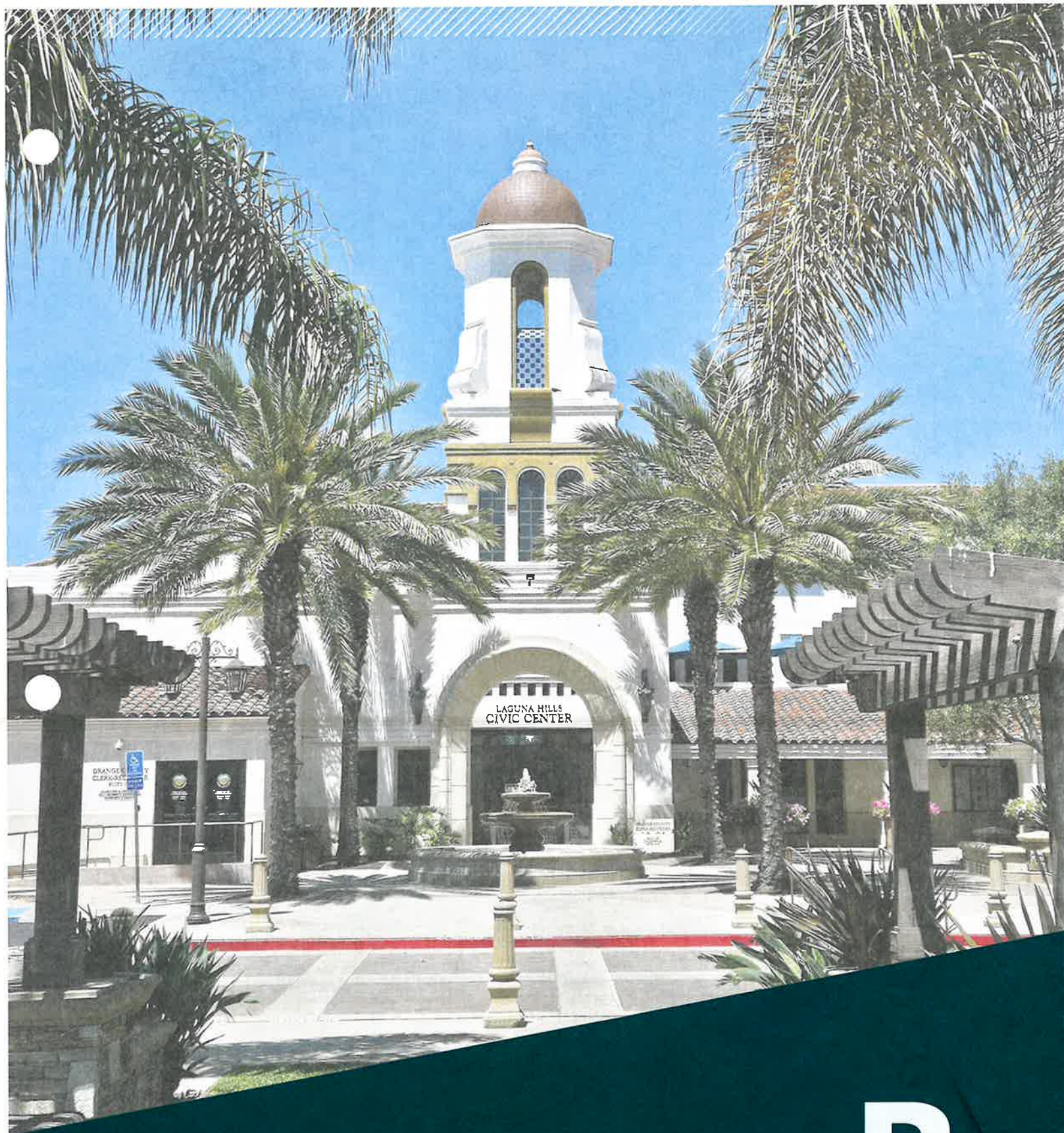
Signature of Authorized Representative

Chad Beckstrom, AICP

Name of Authorized Representative

Principal

Title of Authorized Representative



B – Company Data

COMPANY DATA

B

B / COMPANY DATA

PROPOSER CONTACT INFORMATION	
1. Official Name and Address	Ascent Environmental, Inc. 455 Capitol Mall, Suite 300 Sacramento, CA 95814
2. Name, Address, and Telephone Number of Point of Contact	Chad R. Beckstrom, AICP 15642 Sand Canyon, #54491 Irvine, CA 92619 949.569.9448
3. Entity	Corporation
4. Federal Tax ID Number	27-1537109
5. Firms Locations	<i>Irvine</i> 15642 Sand Canyon, #54491, Irvine, CA 92619 <i>San Diego</i> 1230 Columbia Street, Suite 440, San Diego, CA 92101 <i>Sacramento</i> 455 Capitol Mall, Suite 300, Sacramento, CA 95814 <i>Berkeley</i> 2054 University Avenue, Suite 400, Berkeley, CA 94704 <i>Lake Tahoe</i> 128 Market Street, Suite 3E, Stateline, NV 89449
6. Statement	Ascent hereby certifies that it is an independent business entity. Ascent is not totally or partially owned by any other business organization or individual. The company operates solely under its own governance and ownership structure, free from any external ownership interests or influences.
7. Years in Business	14 years
8. Years of Experience	The Ascent team highlighted in our proposal has accumulated over 150 years of experience in providing the required, equivalent, or related services.

9. Comparable Contracts

Ascent's list of contracted projects entered into during the last 5 years is provided in *Appendix B*.

10. Contract Completion Excellence

Ascent has consistently achieved contract completion excellence without any instances of failures or refusals in our past projects.

11. Principal Stakeholders

The following employees hold an interest of 10% or greater in the proposed firm.

- Sydney Coatsworth, AICP
- Gary D. Jakobs, AICP
- Amanda Olekszulín
- Honey Walters

12. Financial Interests in Other Lines of Business

None

13. Litigation/Adverse Judgement History

Ascent principals are experts in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance and have led and/or prepared more than 2,000 environmental documents. Many have been for projects that are highly scrutinized by the public, regulatory agencies, and potential project opponents. Our clients have sought our help on their most controversial or sensitive projects, or on projects requiring creative compliance approaches. While our documents have helped avert many litigation threats, opponents have filed environmental lawsuits because of their project objections, regardless of the quality of the environmental documents. The defensibility record of litigated environmental documents led by Ascent principals is outstanding. The table below summarizes the outcome of litigation.

DEFENSIBILITY RECORD – CEQA AND NEPA DOCUMENTS LED AND/OR PREPARED BY ASCENT'S MANAGEMENT TEAM	
Lawsuits Settled and Withdrawn with Document Adequacy Sustained	
Amendments to Humboldt County Code Regulating Commercial Cannabis Activities EIR, County of Humboldt	
Buena Vista Biomass Power Plant EIR, County of Amador	
California Health Care Facility (Stockton) EIR, California Department of Corrections and Rehabilitation (CDCR)	
California State Prison Fresno County – Coalinga EIR, CDCR	
Disneyland Resort EIR, City of Anaheim	
Foothill Ranch Planned Community EIR, County of Orange	
Foothill Transportation Corridor EIR, Transportation Corridor Agencies of Orange County	
Medical Cannabis Cultivation and Commerce Ordinance Project EIR, County of Calaveras	
Mossdale Landing EIR, City of Lathrop	
Placer County Tahoe Basin Area Plan EIR, County of Placer	
River Islands at Lathrop EIR, City of Lathrop	
Substance Abuse and Treatment Facility at Corcoran EIR, CDCR	
Tahoe Vista Residential Project EIR, County of Placer/Tahoe Regional Planning Agency	
Tasman Rail Transit Corridor Supplemental EIR, Santa Clara Valley Transportation Authority	
Trabuco Hills High School Stadium EIR, Saddleback Valley Unified School District	
Projects Concluded at Superior Court – Adequacy Upheld	
Atwater Wastewater Treatment Improvement Project EIR, City of Atwater	
Condemned Inmate Complex, San Quentin State Prison EIR, CDCR	
Disney Philharmonic Hall EIR, County of Los Angeles	
El Dorado County General Plan 2004 EIR, County of El Dorado	
Fox Canyon Groundwater Recharge/Seawater Intrusion Project MND, United Water Conservation District	
Greenbriar Development Project EIR, City of Sacramento	
KOA Campground – Shingle Springs EIR, County of El Dorado	
Las Flores Planned Community EIR, County of Orange	
Love's Trucking Travel Stop EIR, City of Weed	
Nishi Gateway Project EIR Addendum, City of Davis	
Nishi Gateway Project EIR, City of Davis	
Salinas Valley Water Project EIR/EIS, Monterey County Water Resources Agency	
Santa Clara Gardens Project/Bay Area Research and Extension Center (BAREC) Re-use EIR, City of Santa Clara/California Department of General Services	
Southeast Policy Area Strategic Plan EIR, City of Elk Grove	
Trinity County Cannabis Program EIR, County of Trinity	
UC Berkeley Wildland Vegetative Fuel Management Plan EIR, University of California, Berkeley	
UC Davis, 2018 Long Range Development Plan EIR, University of California	
Projects Concluded on Appeal – Adequacy Upheld	
California Prison Reception Center – Los Angeles County EIR, CDCR	
California State Prison at Delano EIR, CDCR	
Camp Wawona Master Plan EIR, County of Mariposa	
San Marcos Landfill Expansion EIR, County of San Diego	
Tahoe Regional Plan Update EIS, Tahoe Regional Planning Agency (Ninth Circuit Court of Appeals)	
Projects Concluded at California Supreme Court – Adequacy Upheld	
Day Creek Sand and Gravel Mining and Reclamation EIR, County of San Bernardino	
Walmart Distribution Center EIR, City of Merced	
EIRs Overturned in Appellate Court	
Village at Squaw Valley Specific Plan EIR, County of Placer	

14. Termination of Contract "For Cause" History

Ascent has not had an agreement terminated for cause or convenience or a settlement to avoid litigation or termination for convenience or default (or cause) in the last 5 years (or ever), nor does the firm have an agreement termination pending.

RESUMES AND QUALIFICATIONS OF PERSONNEL



C/ RESUMES AND QUALIFICATIONS OF PERSONNEL



MANAGEMENT TEAM

Ascent has carefully selected a team whose experience and expertise match well with the City of Laguna Hills' needs. *Chad Beckstrom, AICP*, will serve as principal-in-charge and has the authority to commit the company's resources to meet our quality and schedule objectives. He is responsible for planning and overseeing the execution of the work and schedule, as well as providing quality control and reviews for all environmental planning documentation. While with his prior firm, Chad conducted a peer review of the CEQA document for the ActivCare Senior Living project, as well as a peer review of the Moulton Niguel Water District Operations Center and Site Consolidation Project, both on behalf of the City of Laguna Hills. As senior project manager, *Tanya Jones* will be the City's day-to-day contact on individual task orders and projects. Together, Chad and Tanya will be available to the City to provide expertise related to all aspects of CEQA and to establish task order strategies and approach. Our management team will be responsible for close communications with the City, which ensures early issue identification and resolution, as needed, to prevent schedule conflicts. Our management team is supported by a team of in-house environmental planners and technical specialists. Following are resumes for key staff, Chad and Tanya. Following their resumes, we have included biosketches for our support team. Our team resumes are provided in *Appendix A*.



Chad Beckstrom, AICP
PRINCIPAL-IN-CHARGE

YEARS OF EXPERIENCE 27
YEARS AT ASCENT 3

EDUCATION

MURP, California State Polytechnic University, Pomona

BA, Environmental Analysis and Design, University of California, Irvine

CERTIFICATION

American Institute of Certified Planners (No. 016758)

AFFILIATIONS

American Planning Association (APA)

Association of Environmental Professionals (AEP)

PREVIOUS & CURRENT CLIENTS

- City of Laguna Hills
- City of Irvine
- City of Santa Ana
- City of Laguna Niguel
- City of Yorba Linda
- City of Lake Forest
- City of Rancho Santa Margarita
- City of Huntington Beach
- City of Brea
- City of South Gate
- City of Bakersfield
- City of Riverside
- City of Los Angeles
- City of Rancho Cucamonga
- County of Orange
- County of Los Angeles
- County of San Diego
- County of Kern
- Port of Long Beach
- Port of Los Angeles
- Inland Empire Resource Conservation District
- Irvine Ranch Water District
- San Diego Unified Port District
- California State University
- California Department of Fish and Wildlife
- San Diego Association of Governments
- Southern California Association of Governments

Chad Beckstrom, AICP, is a collaborative leader with over 27 years of consulting experience in the environmental planning industry covering environmental impact analysis documentation, environmental plans and programs, constraints/opportunities studies, policy consistency reviews, project management, strategic planning, and team leadership. He is committed to exceptional client service, with a steadfast dedication to technical excellence. Chad is well known for the ability to address complex issues, deliver strategic solutions, and help our clients to communicate scientific results in an understandable way to their stakeholders and decision-makers. He works to provide his clients with the best professional advice to solve problems related to compliance with CEQA, NEPA, and other environmental regulatory requirements. Chad brings an expert understanding of how the full range of environmental laws and regulatory requirements are integrated into the CEQA/NEPA review processes, including the Clean Water Act, Clean Air Act, California Fish and Game Code, and National Historic Preservation Act. He has experience on a wide range of project types, including residential, commercial, industrial, and mixed-use development and redevelopment, maritime ports, public infrastructure, renewable energy and transmission, roadway and transit projects, water and wastewater, schools and campus plans, recreation and parks, habitat restoration, and community general/master plans. Chad also teaches courses on CEQA and NEPA environmental review processes through university extension programs, professional seminars, and client trainings.

SELECTED PROJECT EXPERIENCE

The Village Santa Ana Specific Plan Supplemental EIR Peer Review, Orange County
City of Santa Ana

Project Director

Chad is currently serving as project director for the peer review of a Supplemental EIR to the City’s General Plan Update Final Program EIR for The Village Santa Ana Specific Plan. The project involves demolition of existing commercial and office uses and redevelopment of a 17.2-acre area with a mix of residential and commercial uses. The project is proposed as a mixed-use community with commercial and residential, residential-only, and commercial-only buildings including approximately 1,583 residential units, 80,000 square feet of retail space, 300,000 square feet of office space, and over 3.6 acres of open space. Key environmental issues include air quality and greenhouse gases, cultural resources, energy, geology and soils, land use and planning, noise, population and housing, public services and recreation, transportation, tribal cultural resources, and utilities and service systems. [2024–current]

Case Road Mixed-Use Development Project Addendum, Riverside County
City of Perris/Richland Communities

Project Manager

Chad served as project manager for the preparation of an Addendum to the Green Valley Specific Plan (GVSP) Final EIR for the Case Road Mixed-Use Development Project. The GVSP is a master planned community comprising approximately 1,270

acres in Perris. The Addendum evaluated the proposed development plan comprising retail/commercial, industrial, mini-storage, and trailer/RV storage on approximately 44 acres within the GVSP area. The Addendum evaluated the impacts of the project in light of the findings of the original Final EIR, including modifications to the project and new mitigation measures. [2023–2024]

SCAG Development Streamlining
Southern California Association of Governments

Project Manager
Chad led the Ascent team in the development of guidance materials and presentation of workshops on behalf of SCAG to help accelerate the CEQA and administrative planning processes with the goal of expediting housing entitlements to preserve existing housing and increase new housing production in the region. The guidance is focused on the state legislation aimed at streamlining CEQA and administrative approvals and providing user-friendly resources and toolkits to help agency staff with day-to-day processing of housing applications and restructuring and simplifying internal entitlement processes to expand use of ministerial approvals that avoid the delays and added expenses that exacerbate the housing crisis. [2021–2024]

CEQA Document Peer Review of ActivCare Senior Living, Orange County
City of Laguna Hills

Project Manager
Chad managed the team assisting the City with conducting a peer review of the IS/MND for a residential care facility for the elderly. The IS/MND was prepared by the applicant’s consultant team, and the City retained Chad and his team to supplement City staff resources to provide CEQA and technical expertise on the City’s behalf. The project involved construction and operation of a 72-bed, 31,500-square-foot residential care facility within an approximately 2.5-acre project site of a former auto dealership. [2019]

CEQA Document Peer Review of Moulton Niguel Water District Operations Center and Site Consolidation Project, Orange County
City of Laguna Hills

Project Manager
Chad led the peer review and provided advisory services to the City of Laguna Hills for a proposal by the Moulton Niguel Water District to consolidate administrative and operational functions at two different sites. The project included development of new office buildings, a shop building, a fleet services building, and other improvements to the site in an area surrounded by residential uses. The City was a responsible agency under CEQA and needed to make findings on the document in order to process entitlement applications. The project team was brought in to ensure the document sufficiently addressed the City’s issues, mitigated impacts caused by the project, and addressed the concerns of a vocal and involved community that surrounds the project. Chad worked closely with City staff and its outside legal counsel to focus the reviews on technical accuracy, methodologies, and defensibility. [2018]

SunPointe Residential Project EIR, Orange County
City of Laguna Niguel

Project Manager
Chad led preparation of an EIR for a 71-unit single-family hillside subdivision on an approximately 19.5-acre site that was fraught with a number of significant environmental challenges, including sensitive biological resources, geotechnical concerns, and construction impacts from extensive grading, as well as community concerns, such as land use density, visual impacts, noise, and traffic due to the single access point through an existing established neighborhood. Chad worked with the City to address community members’ concerns and provided support during public hearings. [2019]



Tanya Jones
PROJECT MANAGER

YEARS OF EXPERIENCE 16
YEARS AT ASCENT 2

EDUCATION
BA, Environmental Analysis and Design,
University of California, Irvine

PROFESSIONAL AFFILIATIONS
Association of Environmental
Professionals

- PREVIOUS & CURRENT CLIENTS
- City of Irvine
 - City of Santa Ana
 - City of Laguna Niguel
 - City of Laguna Beach
 - City of Yorba Linda
 - City of Lake Forest
 - City of Newport Beach
 - City of Huntington Beach
 - City of Brea
 - City of Escondido
 - City of South Gate
 - City of Bakersfield
 - City of Riverside
 - City of Goleta
 - City of Belvedere
 - County of Orange
 - County of Los Angeles
 - County of Kern
 - County of Marin
 - Port of Long Beach
 - Port of Los Angeles
 - Inland Empire Resource Conservation District
 - Irvine Ranch Water District
 - San Diego Unified Port District
 - Metropolitan Water District of Southern California
 - California State University
 - California Department of Fish and Wildlife
 - Southern California Edison

Tanya Jones has 16 years of experience as a senior project manager and CEQA/NEPA specialist. She is dedicated to maintaining flexibility, being highly responsive, facilitating open and direct communication, and strictly adhering to the project budget and schedule. Tanya has been responsible for management on a wide variety of projects throughout Southern California subject to CEQA and NEPA. She is trained in environmental analysis and design and has experience preparing environmental documents for a range of projects, including utility and public service infrastructure, residential, commercial, energy, and transportation. As a project manager, Tanya serves as the primary point of contact for clients and is responsible for hands-on management of the overall project and for document quality, schedule, and budget. She has a strong ability to thoroughly review documents and manage project changes, and she uses her expertise at maintaining consistency and aggressive schedules. Tanya coordinates daily between her clients and project teams to ensure legally defensible environmental documents.

SELECTED PROJECT EXPERIENCE

The Village Santa Ana Specific Plan Supplemental EIR Peer Review,
Orange County
City of Santa Ana

Project Manager
Tanya is currently serving as project manager for the peer review of a Supplemental EIR to the City’s General Plan Update Final Program EIR for The Village Santa Ana Specific Plan. The project involves demolition of existing commercial and office uses and redevelopment of a 17.2-acre area with a mix of residential and commercial uses. The project is proposed as a mixed-use community with commercial and residential, residential-only, and commercial-only buildings including approximately 1,583 residential units, 80,000 square feet of retail space, 300,000 square feet of office space, and over 3.6 acres of open space. The project would require the following entitlements: the Village Santa Ana Specific Plan to regulate future development at the site; certification of a Supplemental EIR: an Amendment Application (zone change) to change the zoning of the site from Specific Development Plan Number 48 to The Village Santa Ana Specific Plan District; a Tentative Tract Map to delineate parcel boundaries and public rights-of-way; and a development agreement detailing development rights and public benefits. Key environmental issues include air quality and greenhouse gases, cultural resources, energy, geology and soils, land use and planning, noise, population and housing, public services and recreation, transportation, tribal cultural resources, and utilities and service systems. [2024–current]

Mile Square Regional Park Master Plan EIR, Orange County
OC Parks
Project Manager

Tanya served as project manager for the preparation of an EIR for implementation of the Mile Square Regional Park (MRSP) Master Plan. The project site encompasses the 93-acre existing Mile Square Golf Course and portions of the existing MRSP located in



north Orange County in Fountain Valley. The project would displace the existing Mile Square Golf Course within the MRSP, which held a lease from OC Parks to operate, and other improvements would occur in the eastern portion of the existing park. The project involves improvements outlined in the MSRP Master Plan, including the addition of the 93-acre project site to the existing MSRP park facilities. The addition of the project site to the MSRP would build on the park’s existing resources, amenities, and programs enjoyed by the public. The MSRP Master Plan identifies multimodal circulation improvements, specific programming opportunities, areas for ecological restoration, and other recreational improvements that focus on expanding the park’s recreational value and open space preservation. The EIR was certified in July 2021, with key environmental issues including biological resources, cultural resources, hydrology and water quality, noise, recreation, traffic, utilities, and public services. [2021]

TGS Campus Woodbridge Project IS/MND, Orange County

City of Irvine

Project Manager

Tanya served as project manager for the preparation of an IS/MND for the TGS Campus Woodbridge Project. The project proposed to add 5,000 square feet of office expansion to the existing 41,400 square feet of office, warehouse, and support uses spanning three buildings on a 2.72-acre project site. Implementation of the project would require a General Plan Amendment to increase the development intensity within the Village of Woodbridge, Planning Area 15, and transfer unused development intensity from the Neighborhood Commercial land use category to the Multi-Use General Plan land use category. The scope of work included peer review of applicant-prepared technical studies, including air quality, GHG, and noise studies, for completeness, appropriateness of methodology, accuracy of results, and appropriate CEQA content and conclusions in order to complete the IS/MND. [2021]

Laguna Niguel EIR/Wetlands Operations and Management Plan & IS/MND, Orange County

City of Laguna Niguel

CEQA Project Manager

Tanya served as CEQA project manager for preparation of an IS/MND to evaluate the potential impacts of implementation of the City’s Wetlands O&M Plan. The plan would serve as a guide for the City to manage and maintain 13 wetland sites for long-term sustainability and public safety in the city in the Sulphur Creek watershed, in a portion of the Salt Creek watershed, in Chapparosa Park, and in Crown Valley Regional Park. The plan establishes routine maintenance activities that would be performed at the wetland sites, compensatory mitigation requirements, and general reporting requirements. The goals of the O&M Plan are to implement flood control and vector control for public safety, maintain the integrity of the restored ecosystems, and manage the sites for the long-term stability, health, and sustainability of the Aliso Creek watershed. The project included minor maintenance activities such as removing herbaceous vegetation and accumulated sediment around outfalls, risers, culverts, and bridge crossings; establishing pilot channels to facilitate positive flow and maintain flood capacity (i.e., flowline maintenance); and trimming the understory of riparian vegetation (i.e., below the tree canopy) to prevent obstruction of flow. Key environmental issues included biological resources, cultural resources, geology and soils, hydrology and water quality, and tribal cultural resources. [2019]

Metro East Mixed Use Overlay Zone Subsequent EIR, Orange County

City of Santa Ana

Deputy Project Manager/Author

Tanya served as deputy project manager and author for the preparation of a focused SEIR for the expansion of the City’s Metro East Mixed Use Overlay Zone. The project is subject to the 2007 City of Santa Ana MEMU Overlay Zone Final EIR, which evaluated a development capacity of up to 1.27 million gross square feet of commercial and 3.41 million gross square feet of office space. The City wanted to expand the boundaries of the Metro East Mixed Use Overlay Zone by including an additional 33 acres while maintaining the existing development capacity. The City was considering an application within the expanded boundaries for the development of a mixed-use project featuring 601 residential apartments and approximately 9,500 square feet of commercial space on a site where a potentially significant historical resource exists. Key environmental issues included air quality, cultural resources, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, tribal cultural resources, and traffic/transportation. [2018]

SUPPORT STAFF



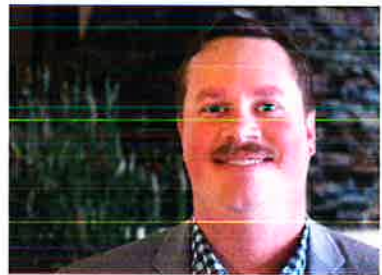
YEARS OF EXPERIENCE 7
YEARS AT ASCENT 3

EDUCATION

BA, Integrative Biology, University of California, Berkeley

Nicole Greenfield, Environmental Planner

Nicole has 7 years of experience as an environmental analyst in the private sector. She has extensive experience both conducting and managing environmental review for various project types throughout Southern California, including wildfire resilience and recovery, recreation, transportation, and public and private development. Nicole uses her strong writing and critical thinking ability to support clients through the CEQA/NEPA process from project initiation to completion. Her responsibilities include preparing environmental documents and technical studies, managing projects and providing project management assistance, conducting thorough QA/QC reviews, providing support at public meetings, and collaborating with interdisciplinary teams of designers, engineers, and technical specialists. Nicole is currently serving as an environmental analyst for three projects that involve the development of warehouse distribution facilities on land designated for industrial uses in Rancho Cucamonga.



YEARS OF EXPERIENCE 9
YEARS AT ASCENT 2

EDUCATION

BS, Environmental Management and Protection, California Polytechnic University, San Luis Obispo

PROFESSIONAL MEMBERSHIP

Association of Environmental Professionals

Tristan Evert, Senior Environmental Planner

Tristan, a seasoned senior environmental planner, boasts an extensive career spanning more than 9 years. His proficiency encompasses a wide range of responsibilities, including the preparation of CEQA- and NEPA-compliant environmental documents. He is well versed in crafting diverse reports, ranging from environmental impact reports (EIRs) to mitigated negative declarations (MNDs), initial studies, exemptions, categorical exclusions, and environmental assessments. Tristan’s capabilities extend to effectively managing and supporting the preparation of environmental documents under various on-call contracts. Noteworthy projects in his portfolio include an Addendum to the Green Valley Specific Plan EIR for a mixed-use development project in Perris, the Capital Improvement Program PEIR for the San Diego Unified School District, the Mount Miguel High School Modernization Project for the Grossmont Union High School District, and the Emergency Homeless Shelter Program for the San Diego County Department of General Services. His experience and versatility underscore his commitment to delivering comprehensive and compliant environmental solutions across a diverse range of projects.



YEARS OF EXPERIENCE 16
YEARS AT ASCENT 2

EDUCATION

MS, Geography, San Diego State University
BA, Public Administration, San Diego State University

Matt McFalls, Senior Air Quality and GHG Specialist

Matt is an accomplished air quality and climate change specialist at Ascent. With an impressive career spanning more than 16 years, he’s a trusted authority in preparing CEQA and NEPA documentation for air quality and greenhouse gas sections. His expertise extends beyond compliance; Matt steers clients through the ever-evolving science and legal landscapes of air quality and GHG considerations. He provides invaluable insights into long-range planning, project design, and effective mitigation strategies, catering to a broad spectrum of residential, commercial, and transportation projects. Matt played a pivotal role in spearheading the air quality analysis for the San Diego Association of Governments’ 2021 Regional Plan. His experience also encompasses leading diverse health risk assessments and managing climate action plans. As a multifaceted professional, he deftly balances roles as a project manager, lead technical analyst, and effective communicator to clients and the public. Moreover, he excels in mentorship and staff management, reinforcing his contributions to both the field and the team.



YEARS OF EXPERIENCE 13
YEARS AT ASCENT 13

EDUCATION

MS, City and Regional Planning, California Polytechnic State University, San Luis Obispo
BS, Environmental Management and Protection, California Polytechnic State University, San Luis Obispo

CERTIFICATIONS

American Institute of Certified Planners (No. 02817)

PROFESSIONAL MEMBERSHIP

American Planning Association
California (APACA), AICP

Dimitri Antoniou, AICP, Senior Noise/Vibration Specialist

Dimitri is a seasoned noise/vibration specialist with expertise in technical noise calculations, monitoring, and peer review of acoustical studies. His proficiency extends to crafting comprehensive environmental noise analyses to meet NEPA and CEQA standards. He is adept in using noise prediction models like the Traffic Noise Model and adhering to regulatory guidelines from authorities like the Federal Transit Administration, Federal Highway Administration, and California Department of Transportation (Caltrans). Dimitri’s portfolio includes diverse projects such as traffic noise modeling, stationary noise assessments, and community-wide noise analyses. He has contributed to citywide general plan updates; power generation facility, heliport, wastewater treatment plant, and housing projects; and community-wide plans. His extensive experience showcases his commitment to delivering exceptional noise analysis solutions.



YEARS OF EXPERIENCE 6
YEARS AT ASCENT 3

EDUCATION

MCP, University of California, Berkeley
BA, Urban Studies & Planning, University of California, San Diego

Jazmin Amini, Transportation and Environmental Planner

Jazmin, an adept environmental and transportation planner, brings 6 years of extensive expertise in transportation planning, long-range planning, land use planning, and environmental impact analysis. During her tenure at Ascent, she has taken on multifaceted roles, including that of a technical analyst, planner, author, and assistant project manager. Her skill shines in the realm of CEQA environmental documents, where she has contributed to a spectrum of reports, including EIRs, initial studies, and technical analyses. Jazmin’s versatility and hands-on engagement exemplify her dedication to her field and her proficiency as an impactful contributor to diverse projects.



YEARS OF EXPERIENCE 11
YEARS AT ASCENT 1

EDUCATION

MS, Biology, University of California, San Diego
BS, Ecology, Behavior & Evolution, University of California, San Diego

Scott Gressard, Biological Services Director

Scott has experience specializing in wetland delineations, regulatory compliance, permit acquisition, natural resource management, and project management, as well as identification of California native and invasive plant and wildlife species, including nesting bird surveys. His expertise includes biological technical reporting, resource data collection and mapping, and project impact analyses. With a wealth of experience, Scott excels in navigating various regulatory frameworks. His background includes expertise in CEQA, state and federal Endangered Species Act permit processing, and wetlands permitting at various levels, from nationwide to individual permits. He is skilled in managing consultations with federal agencies such as the US Army Corps of Engineers and ensuring compliance with associated regulations. In addition, Scott is well versed in processing Section 401 and Waste Discharge Requirement authorizations through the State Water Resources Control Board, as well as Lake and Streambed Alteration Agreements through the California Department of Fish and Wildlife. His experience extends to securing coastal development permits from the California Coastal Commission and effectively managing associated permit conditions for compliance purposes.



YEARS OF EXPERIENCE 23
YEARS AT ASCENT 10

EDUCATION

MA, Historic Preservation, Savannah College of Art and Design
BS, History, University of California, Davis

PROFESSIONAL MEMBERSHIP

California Preservation Foundation

Alta Cunningham, Cultural Resources Director

Alta brings over 22 years of expertise in cultural resource management. She has led numerous cultural resource investigations and contributed to environmental impact reports and environmental impact statements. Alta is well versed in the National Historic Preservation Act, Public Resources Code Section 5024, and CEQA procedures. Her experience covers a variety of projects, including prehistoric and historic studies. She has conducted site inventories and evaluations, producing surveys, testing and evaluation reports, and data recovery findings. Her work includes evaluating higher education facilities, pre- and post-World War II buildings, agricultural properties, and water conveyance systems. Alta meets the Secretary of the Interior’s Professional Qualification Standards for architectural history and history, underscoring her accomplished proficiency in her field.



YEARS OF EXPERIENCE 20
YEARS AT ASCENT 6

EDUCATION

MS, Geology, University of California, Davis
BS, Geology, University of California, Los Angeles

CERTIFICATIONS

Certified Professional in Erosion and Sediment Control (No. 7288)
California Qualified Stormwater Pollution Prevention Plan Developer and Practitioner (No. 24878)
California Qualified Industrial Stormwater Practitioner (No. 00247)
Certified Wetland Delineator

Kelley Kelso, CPESC, QSD/QSP, QISP, Senior Environmental Scientist

Kelley has over 20 years of experience in environmental investigations, specializing in natural resources, water quality, erosion control, and stormwater management. She excels in regulatory compliance, program and project implementation, and has developed effective stormwater and environmental compliance solutions. Kelley has also delivered best management practice (BMP) programs, spearheaded erosion control and stormwater retrofit initiatives, and prepared environmental permits along with CEQA and NEPA documents. She holds certifications as a CPESC, QSD/QSP, and QISP, highlighting her expertise and dedication.



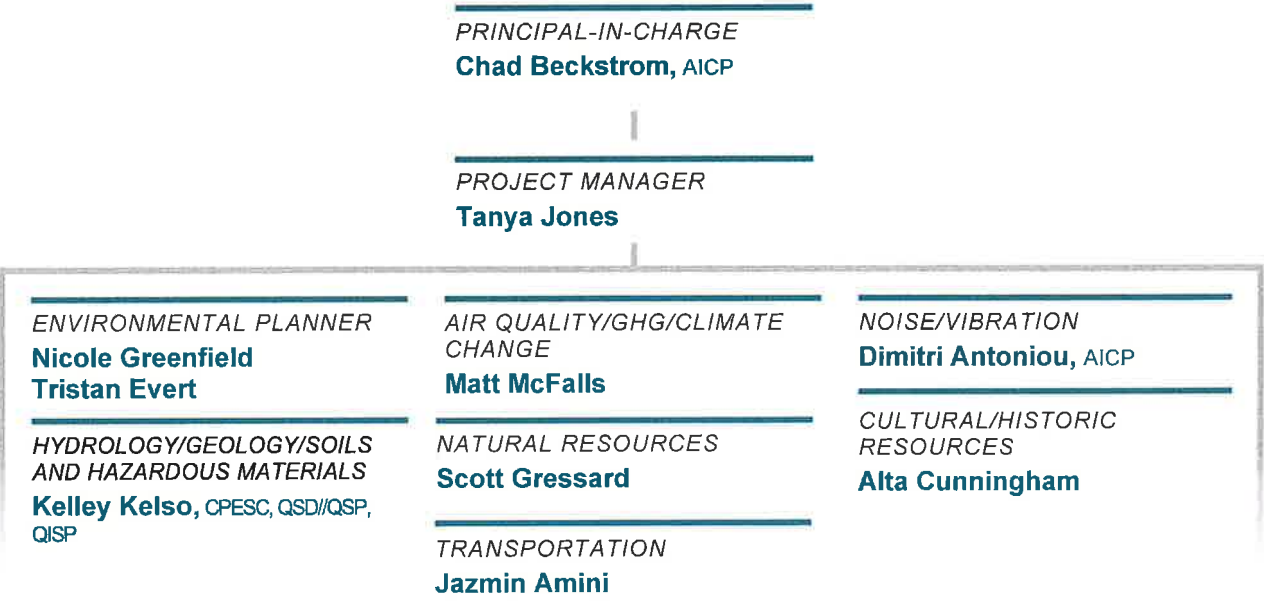
D - Organizational Chart

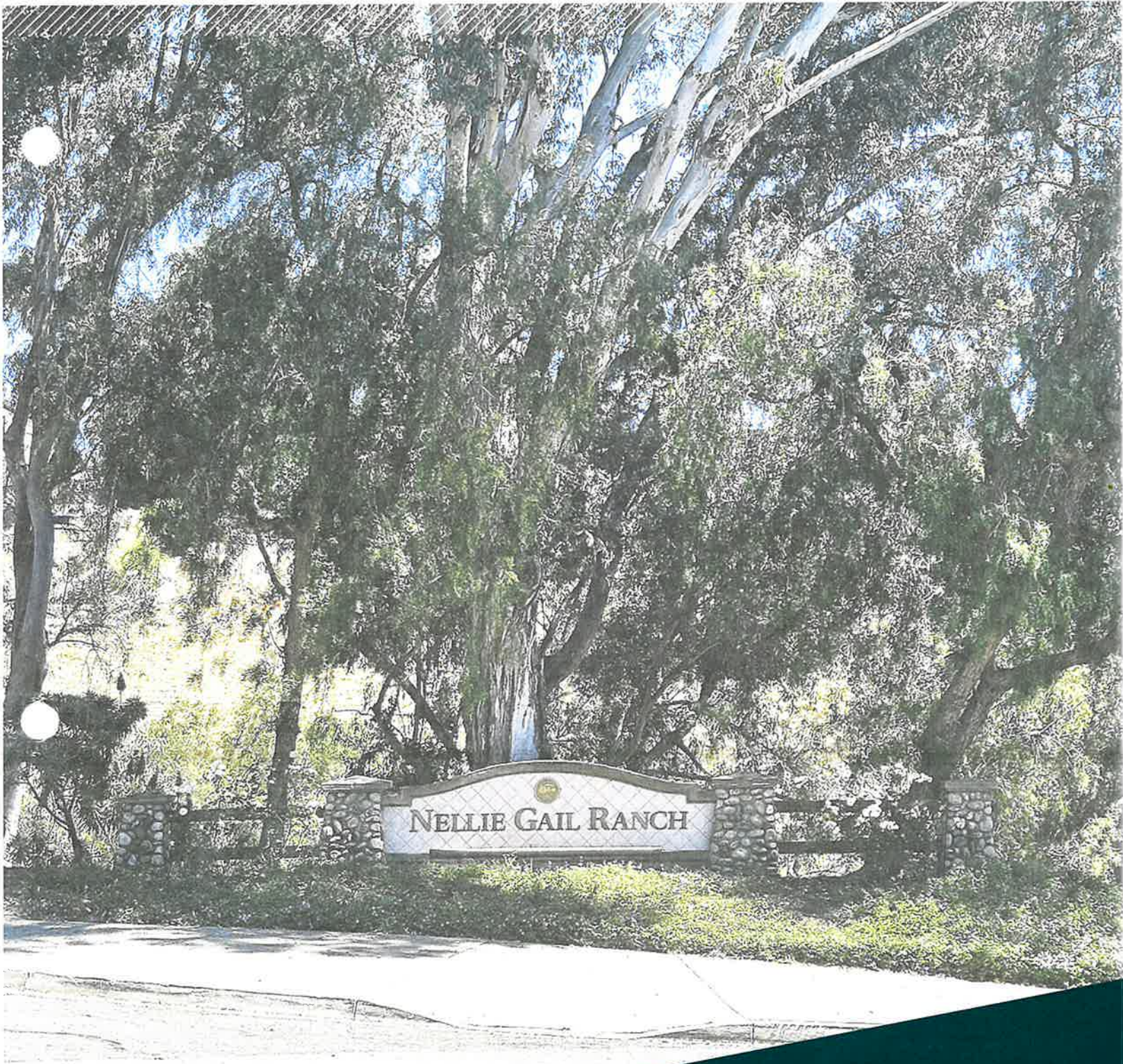
ORGANIZATIONAL CHART



D / ORGANIZATIONAL CHART

The organizational chart illustrates a sample of our project team organization, reporting structure, and the anticipated project role of each of our key personnel. Additional personnel and resource specialists may be required to support individual projects, depending upon project needs.





REFERENCES



E – References



E / REFERENCES

The true measure of the Ascent team’s commitment to excellence is best articulated by our past clients. We strongly encourage you to reach out to the following references we have supported over the past 5 years to gain a comprehensive understanding of the quality of service they've experienced from the dedicated members of the Ascent team.

Reference	Summary of Services
Ali Pezeshkpour, AICP, Planning Manager City of Santa Ana 20 Civic Center Plaza Santa Ana, CA 92702 p: 714.647.5882 e: APezeshkpour@santa-ana.org	Metro East Mixed-Use Overlay Zone and Elan Development Chad and Tanya prepared a Supplemental EIR for expanding the City's Metro East Mixed-Use Overlay Zone and the Elan Development projects. The Overlay Zone aims to create a more active community, boost the economy, increase property tax revenue, improve the jobs/housing balance, and offer various housing options as outlined in the 2014 Housing Element. Initially completed in 2007, the EIR now covers an additional 33 acres, updates development standards, and includes a 600-unit mixed-use project with ground-floor commercial space. The project also amends the General Plan and Zoning Code, without altering overall development limits. The Elan project involves removing a historic Elks Lodge to make way for the new development.
Bill Rodrigues, AICP, Manager of Planning and Sustainable Manager City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 p: 714.754.5153 e: Bill.Rodrigues@costamesa.gov	Irvine Business Complex Addenda to the IBC Plan EIR Chad and Tanya prepared several tiered addenda CEQA documents for residential developments in the Irvine Business Complex (IBC). The IBC Vision Plan EIR, covering 2,800 acres, aimed to integrate residential uses into historically industrial areas, fostering a mixed-use community. The addenda confirmed that individual projects fell within the scope of the certified IBC EIR, with no new significant impacts, per Sections 15162 and 15164 of the State CEQA Guidelines. They also addressed special development requirements of the Irvine Zoning Ordinance, ensuring land use compatibility.
Nashia Lalani, Senior Regional Planner Southern California Association of Governments 900 Wilshire Boulevard, Suite 1700 Los Angeles, CA 90017 p: 213.630.1477 e: lalani@scag.ca.gov	SCAG Development Streamlining As part of the Southern California Association of Governments REAP Program On-Call contract, Ascent created guidance materials and workshops to expedite CEQA and administrative planning for housing. The project started with a questionnaire to understand member agencies' challenges. Based on feedback, Ascent developed 14 guides for CEQA clearance, administrative approvals, and laws like Senate Bill (SB) 35, SB 330, and Assembly Bill (AB) 2345. These guides address city reviews, pre-application processes, submittal requirements, objective standards, density bonuses, environmental criteria, and public hearing limits. Ascent conducted four workshops to share these resources and offered virtual "office hours" for technical assistance.



PROJECT UNDERSTANDING, OVERVIEW AND APPROACH



F / PROJECT UNDERSTANDING, OVERVIEW, AND APPROACH

1. UNDERSTANDING

Laguna Hills is a relatively small Orange County city hosting a population of just over 30,000 residents. The city has a diverse mix of uses, with centers of economic activity around the former Laguna Hills Mall to make way for the Five Lagunas mixed-use development, and other busy commercial areas along El Toro Road and Alicia Parkway at Interstate 5. Balancing residential, commercial, and open space development is essential and requires careful planning. While Laguna Hills is small geographically, it faces several environmental and city planning challenges.

The Planning Division is primarily responsible for implementation of the goals and strategies of the City's General Plan, as well as implementation of the City's Development Code, processing land use and development applications, environmental compliance, housing issues, and long-range planning. Ensuring effective implementation and alignment with community needs is crucial, as is addressing housing affordability, density, and availability while preserving the community's character.

The City recently achieved a significant milestone, adopting its 2021–2029 Housing Element and receiving certification from the California Department of Housing and Community Development. In addition, the City has several important projects in its queue, including potential updates to Five Lagunas, amendments to the Urban Village Specific Plan, projects in the Alicia Gateway Opportunity Area, support for the next Housing Element update, and potential updates/amendments to the General Plan. Long-range and current planning efforts must balance the needs of growth and economic development, housing people, providing adequate transportation and infrastructure, and minimizing environmental impacts on the city's residents and workers.

The City needs a consulting partner to help navigate these difficult issues. Ascent is the best consultant for the job given the qualifications and experience of our project management team, the proficiency and expertise of our technical specialists, and our superior CEQA knowledge and track record for preparing the highest-quality and legally adequate CEQA documents. We understand that these services may include preparation of various types of environmental documentation from full EIRs to small exemptions, providing peer reviews of CEQA document prepared by project applicants and/or other jurisdictions, advising the City during preliminary review of projects for CEQA applicability, and other services that may be required.

2. APPROACH

Ascent staff are experts in compliance with the overarching environmental planning laws and regulations used to evaluate projects, specifically CEQA. Our approach to the preparation of environmental review documentation is to provide the correct level of environmental documentation to meet the City's needs for public transparency, disclosure of impacts, and legal defensibility—no more, no less. We invest time in the communities in which we work to understand issues and concerns and are experts at conducting fair, impartial, and effective public outreach meetings.

As part of every project, we provide support at every step of the way. We effectively guide our clients through the environmental review process, from the beginning stages of a project to presentations and testimony at community meetings and public hearings. We stand behind our work and will be ready to address questions and comments on our deliverables and efforts. We complete reports on behalf of our clients, as well as the lesser-known and utilized exemptions and streamlining tools offered by various provisions of the Public Resources Code and the CEQA Guidelines. We have worked extensively on addenda and subsequent and supplemental environmental documents to tier from previous CEQA documents where there may be modifications to a project or when the project is within the scope of a previously adopted or certified CEQA document. We also assist clients in evaluating environmental opportunities and constraints at specific project sites (initial site assessments) to help reduce or avoid environmental impacts through site planning and design. We invest time in the community to understand issues and concerns and are experts at conducting fair, impartial, and effective public outreach meetings.

We employ and work by the philosophy to “do it right, do it once” with the goal to alleviate any burden on the City for a successful project.

However, we are more than document preparers and seek to help the City devise effective and efficient environmental review strategies so that projects can move forward and benefit the community. We first listen and understand, then deliver solutions aimed at exceeding your expectations. Each action that could trigger CEQA compliance would undergo a stepwise evaluation to:

1. determine whether environmental review applies;
2. if CEQA is applicable, identify possible exemptions and streamlining opportunities;
3. if none exist, determine what level of review is required and what document(s) should be prepared; and
4. identify and execute necessary technical studies to support completion of the CEQA document.

If CEQA is applicable to the project, the City must determine whether the project would qualify for a statutory or categorical exemption. Oftentimes these decisions are fairly straightforward, but occasionally some level of environmental study or documentation may be necessary to substantiate the decision. In other circumstances, the project may have been adequately addressed in previously certified EIRs and other environmental documents and can take advantage of streamlining opportunities.

If the project is not exempt from CEQA but it is believed the potentially significant impacts can be mitigated to less-than-significant levels, we would prepare initial study/NDs or initial study/MNDs. These documents are appropriate for projects for which substantial evidence exists that impacts can be mitigated and that mitigation is agreed to prior to public review. If environmentally protective features can be included in project design, the scale, cost, and time frame of environmental documentation may be reduced. We will work with City staff to consider feasible and helpful impact-reducing approaches and design features.

Environmental impact reports are appropriate on larger projects for which it is unknown whether feasible measures would adequately reduce significant environmental effects and/or for which implementation would result in significant unavoidable effects. Also, if community concern has arisen that could result in environmental controversy, we can help evaluate whether more involved documentation would be beneficial for the City.

Ascent’s approach to CEQA compliance is thorough and rigorous. Each task order will start with a kickoff meeting to gather information related to the project and discuss the practices and requirements to be followed in the preparation of the document. In the early stages, we will develop and refine the project schedule and commit to following and delivering upon the milestones agreed to during this process. We ensure our documents are consistent with the CEQA Statute and the State CEQA Guidelines, latest case law decisions, and established practices.

While certainly not an exhaustive list, some of the common issues we will address in the documents would include the following:

- ▶ A clear baseline condition for each resource topic that represents the existing conditions at the time of the notice of preparation (NOP) or when the environmental analysis was initiated.
- ▶ A complete project description, sufficient to provide CEQA clearance for the whole of the action. This also includes presenting project objectives that are intentional and neither too narrowly focused nor too broad to be meaningful, which will inform the alternatives selected for analysis.
- ▶ Technical analyses (both separate technical reports and analyses incorporated directly into the CEQA document) that analyze the whole of the project (all of the project's construction and operational characteristics) in sufficient detail, use the latest methods and regulatory conditions, and apply significance thresholds that are supported by substantial evidence.
- ▶ Mitigation measures that effectively address the significant impacts identified and include a trigger, the method to successfully implement the measure, the responsible party, and a finding of significance after mitigation. The analysis would also consider any secondary impacts associated with implementation of mitigation measures. The mitigation measures that would include future choices to be made associated with their implementation would include clear performance measures to avoid improper deferral.
- ▶ A cumulative analysis that determines the significance of the cumulative effects of past, present, and probable future projects supported by substantial evidence. Where cumulative impacts are found to be cumulatively significant, the analysis would determine whether the project's incremental contribution to those cumulative effects would be cumulatively considerable.
- ▶ An alternatives analysis (for EIRs) that includes a range of reasonable alternatives. For CEQA projects, the analysis need only provide a level of detail sufficient to compare the impacts of the alternative to the impacts of the proposed project.

Even the simplest projects can be challenging, highly politicized, and often opposed and subject to legal challenges from labor and environmental advocacy groups. These sensitivities make it all the more important to navigate communication protocols. Ascent will work with the City through privileged and confidential communications, such as using phone calls, minimizing emails, and using SharePoint to minimize Public Records Act requests and vulnerabilities and maintain a clean project record, whenever possible.

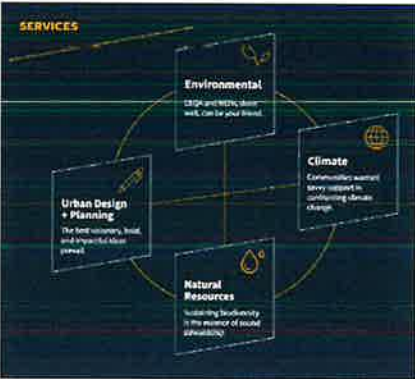
Ascent is a leader in streamlining project approvals using both the "traditional" CEQA tools (e.g., program EIRs with "within-the-scope" findings, infill exemptions, Public Resources Code Section 21083.3 exemption of issues covered in a planning decision EIR) and the latest special statutes.

When requested by the City to prepare a task order proposal and scope of work, Ascent's principal-in-charge and senior project manager, Chad Beckstrom and Tanya Jones, respectively, will prepare a response and approach to the staffing and project assignment. We will build on our understanding of the City's goals and objectives and engage critical technical staff members to prepare a response or, if requested, a proposed scope of work, schedule, budget, and teaming structure in response to the City's needs. We will meet with the City project manager to review the details of the scope and ensure that all expectations for consultant responsibilities are aligned. The proposed scope of work and approach will include all tasks, activities, meetings, and work products, along with a schedule and detailed cost estimate. The cost estimate will present all labor effort by person for each task. For purposes of clarity, Ascent will describe any assumptions that underpin the cost estimate. After receipt of comments from the City, the scope of work, schedule, and task order price will be finalized for authorization.

We engage the entire team, including the City, early in the process, set expectations and deadlines for delivery, and provide a roadmap for how the process will proceed. We are collaborative in that we believe in

close coordination with City staff, working shoulder to shoulder on task assignments. Over the course of an assignment, we would develop an agreement with City staff on the schedule and nature of communications to optimize efficiency and maintain a close working relationship.

3. SERVICES



Ascent is a dynamic environmental, natural resources, and planning consultancy, offering a depth and breadth of services while providing personal service, nimble responsiveness, quality outcomes, and kind staff who value enjoyable professional relationships. Since the firm’ founding in 2010, CEQA compliance has been at our core, expanding to offer a broad spectrum of services, including environmental planning, urban planning and design, climate change and adaptation planning, natural resources, and a full range of technical services. In the 14 years since the firm’s founding, we have distinguished ourselves through our creative solutions, technical expertise, and inclusive outreach and engagement processes. We seek to help our clients with

their most important projects. Often, Ascent is engaged when a client faces a first-of-its-kind environmental or planning challenge. We have the depth of experience, enthusiasm, resources, quality standards, dependability, integrity, and personal service that our clients desire and deserve. In addition to our CEQA expertise and document preparation capabilities, our in-house staff have expertise in the following supporting technical disciplines.

Air Quality



Ascent staff offer advanced air quality analysis strategies and regulatory experience for both the public and private sectors, including not only criteria pollutants but also community risk from toxic air contaminants. We emphasize the importance of using cutting-edge analysis tools and techniques for efficiency and the clear presentation of analysis data and results, along with effective and feasible solutions. In addition to project analysis, we have assisted air quality management districts in considering and establishing significance criteria for air pollutants. In collaboration with our in-house sustainability planners and air district officials, we have prepared innovative risk reduction plans for exposure to toxic air contaminants. Ascent’s air quality services encompass a set of skills for assessing impacts ranging from detailed dispersion modeling and health risk assessments to streamlined, mass-emissions analysis. Our work uses the most contemporary models for compliance with state and federal rules.

Biological Studies



Ascent offers a full suite of biological and other natural resources capabilities to support planning and environmental decision-making and stewardship of land and water resources for a variety of ecosystems in the western United States. We conduct habitat assessments and inventories, wildlife biological and botanical surveys, aquatic habitat assessments and surveys, wetland delineations, conservation planning, ecosystem restoration planning, GIS modeling, and natural resources management planning. We offer expertise for state or federally listed threatened or endangered species and sensitive habitat in California and much of the West through a combination of in-house professionals and strategic alliances with other partners.

Cultural Resources



Whether dealing with the historic built environment, potential buried archaeological resources, or Native American tribes, Ascent’s cultural resource specialists can help. We have extensive experience in historic significance evaluation, eligibility determinations for listing in federal or state registers, cultural resources impact analysis, mitigation formulation, and regulatory

compliance for historic buildings and other structures. Our services support compliance under CEQA, Section 106 of the National Historic Preservation Act, and Section 4(f) of the Department of Transportation Act, as well as agency-specific regulations and guidelines. Our specialists have prepared scores of building assessments and eligibility determinations and are also experienced in evaluations and inventories for prehistoric and historic archaeological resources. Ascent staff can help to support local agencies in the tribal consultation process pursuant to AB 52 as part of the required CEQA process. We also have a strong track record of effective consultations with the California State Historic Preservation Officer for concurrence in register eligibility and effect determinations.

Greenhouse Gas Assessment



Our greenhouse gas assessment services include developing leading-edge approaches for analysis of GHG impacts and definition of effective mitigation. We have repeatedly served CARB, including preparing CEQA documents on AB 32 and SB 32 implementing regulations adopted since 2010 (e.g., 2017 Scoping Plan). Ascent staff are currently assisting the Bay Area Air Quality Management District to develop thresholds of significance.

Hydrological and Water Resources



Ascent has an in-house team specializing in hydrological and water resources. We work closely with clients in developing and delivering stormwater and environmental compliance, construction site BMP programs, erosion control and stormwater retrofit programs, wetland delineation and restoration, watershed planning, and environmental planning documents for both CEQA and NEPA.

Transportation and Vehicle Miles Traveled



Our in-house transportation specialists are experts in addressing CEQA's requirement for vehicle miles traveled (VMT) analysis as well as VMT mitigation options and opportunities, including project-level options (e.g., transportation demand management [TDM] plans) as well as VMT exchanges, banks, and fees. We are also experienced with peer reviews and working with transportation planning and traffic engineering consultants to ensure technical analyses adequately support CEQA documents. In addition, when technical transportation analyses are provided by a third party, we have the expertise to review, advise, and prepare the appropriate CEQA documentation.

Wildfire



We are on the front lines of developing CEQA strategy to increase the pace, scale, and effectiveness of agency response to the state's wildfire crisis, targeted direction from the governor's Executive Order B-52-18, and associated legislation (such as SB 901 and SB 1260, Statutes of 2018). Accordingly, we have prepared, or are currently working on, several of the state's most important and innovative contemporary environmental review programs for wildfire risk reduction and landscape resiliency. We have prepared EIRs for large-scale fire fuel management programs, including the Board of Forestry and Fire Protection's California Vegetation Treatment Program (CalVTP) Program EIR, which is being implemented statewide by many agencies, as well as subsequent documentation (Project-Specific Analyses [PSAs]) for projects under the program.

Public Meetings and Community Outreach



Public outreach and engagement are essential components of any CEQA/NEPA or planning process. Ascent's experience leading and conducting public meetings is benefited by the time we invest in the communities in which we work to understand issues and concerns. We are experts at conducting fair, impartial, and effective public outreach meetings, which are tailored to the goals and objectives of our clients. Our project managers and planners are adept at oral

and written communications, and they frequently support our clients at public meetings to address environmental and planning issues.

4. PROJECT MANAGEMENT

Ascent’s management approach is based on four principles:



- ▶ Active involvement of the senior management staff in the strategic direction and preparation of the technical content
- ▶ Regular communication with City of Laguna Hills staff and consultants to keep the team informed and to explore solutions to project issues
- ▶ Clear, concise, and streamlined environmental analysis
- ▶ Expert quality review and legal defensibility of environmental documents

Our management approach includes a small management team with linked responsibilities, a clear chain of communications and responsibilities, and a thorough document review process. This ensures thorough oversight of the work being conducted on a daily basis and ensures that optimal attention is devoted to the preparation of each work product. We hold weekly or biweekly internal team meetings to monitor project progress and proactively address needs and issues as they arise. We conduct weekly schedule and workload management of technical, graphics, word processing, and production staff; long-range staffing projections (3 to 6 months); and critical path method and timeline scheduling for tasks and milestones. The assignment manager is also responsible for close communications with the client. We typically hold biweekly or as-needed meetings, via MS Teams, to check in with our clients so that the full team is up to date on team progress as well as City initiatives, confirm that we are meeting client expectations and working in a collaborative manner as a true extension of City staff, and facilitate ongoing communication and dialogue.

Our project manager, Tanya Jones, is dedicated to maintaining flexibility, being highly responsive, facilitating open and direct communication, providing hands-on management of the overall project and document quality, and adhering strictly to schedule and budget. She brings advanced skills to thoroughly review documents, manage project changes, and use her expertise to maintain consistency and aggressive schedules. She also excels at collaboration and coordination with technical experts in a variety of disciplines. Tanya coordinates on a daily basis between her clients and project teams to ensure legally defensible environmental documents. She will be responsible for frequent communication with our staff sufficiently in advance of project milestone deadlines to ensure timely delivery of work products by other members of the team. This communication ensures early issue identification and resolution, as needed, to prevent schedule conflicts.

As the team principal, Chad Beckstrom provides guidance and oversight, quality assurance/quality control (QA/QC), client advisement, and project manager and team support, and he ensures the necessary resources are brought to bear for the successful implementation and delivery of projects to our clients. As an Ascent principal, Chad also has the authority to commit the firm’s resources to meet our quality and schedule objectives.

5. RESOURCES TO BE PROVIDED BY CITY

Other resources or assistance anticipated to be provided by the City would vary on a project-by-project basis and could include any applicable land use and zoning GIS data as well as previous studies and applicant-prepared studies. In addition, preferred mailing lists for public agencies and surrounding property owners may be requested if available. The necessity of these resources would be determined on a project-by-project basis and in the event a resource is not available, Ascent would work with the City on an alternate method to obtain any required information.

6. PROJECT CONTROLS

Maintaining Schedule

We understand the need to perform within fixed and challenging schedules. Ascent strives to understand the client's objectives and how the environmental process fits with other project needs and timelines. Further, we have demonstrated that we can deliver within narrow time frames, often on simultaneous projects.

Scheduling and workload management systems at Ascent are designed to allocate resources to meet all client due dates, regardless of their timing or the number of deadlines within a given period. Specifically, the firm's scheduling and workload management systems employ several strategies, including software-driven (Vantagepoint), weekly schedule and workload management monitoring of technical, graphics, word processing, and production staff; long-range (3 to 6 months) staffing projections to secure availability; and critical path method and timeline scheduling for tasks and milestones. Using these proven strategies, Ascent has successfully completed numerous complex projects with demanding schedules that required attentive project management, coordination, and communication.

Cost Control

Direct responsibility for project cost management is assigned to the project manager for each task. The project manager is supported by an internal accounting and job-cost monitoring system, called Deltek Vantagepoint, which is designed to provide detailed information to facilitate job-cost control. The system uses staff budgeting controls and computer input from time records, invoices, and expense records. The following management tools and reports are provided regularly to the project manager:

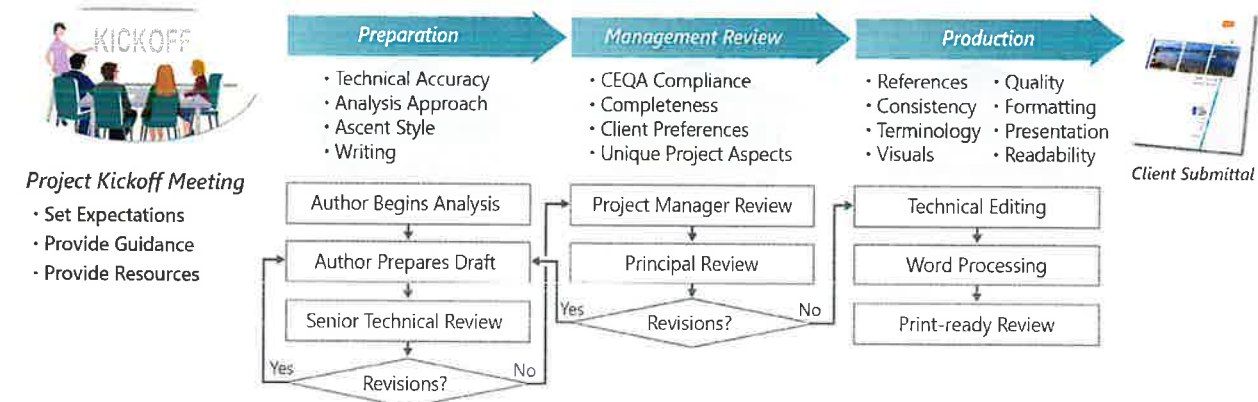
- ▶ Employee person-hour reports (weekly, automatically generated)
- ▶ Job-cost reports (weekly, automatically generated)
- ▶ Billing summaries (monthly, automatically generated)

Labor reports are reviewed by the principal and project manager biweekly, or more frequently if dictated by project requirements. Billing invoices are generated monthly or at the completion of delivery orders (depending upon the contract provisions). All invoices are reviewed and approved by the project manager before being forwarded to the client. Budget expectations are communicated to the entire team via an in-house project initiation meeting to clearly communicate team roles and responsibilities, project data and resources, and schedule and budget information.

7. QUALITY CONTROL/QUALITY ASSURANCE

Ascent takes pride in producing high-quality environmental documents. We strive to produce deliverables that are well-designed, technically accurate, complete, clear, and professionally presented. Quality is the cornerstone of what we do, and we achieve this through rigorous attention to our quality management process. From start to finish, every document undergoes multiple reviews to ensure Ascent deliverables exceed industry standards.

Quality assurance is much more than simple principal review prior to submittal. Ascent's quality assurance process takes place throughout the full project schedule from start-up to completion. As mentioned previously, we begin a project by listening to our clients about needs, expectations, and requirements, so we are sure we have a common understanding before launching the work. Strategies to achieve high quality are embedded throughout our projects from contract execution and preparation of the deliverable to production of the final work product and are tailored and customized to meet the needs of our clients and their specific projects.



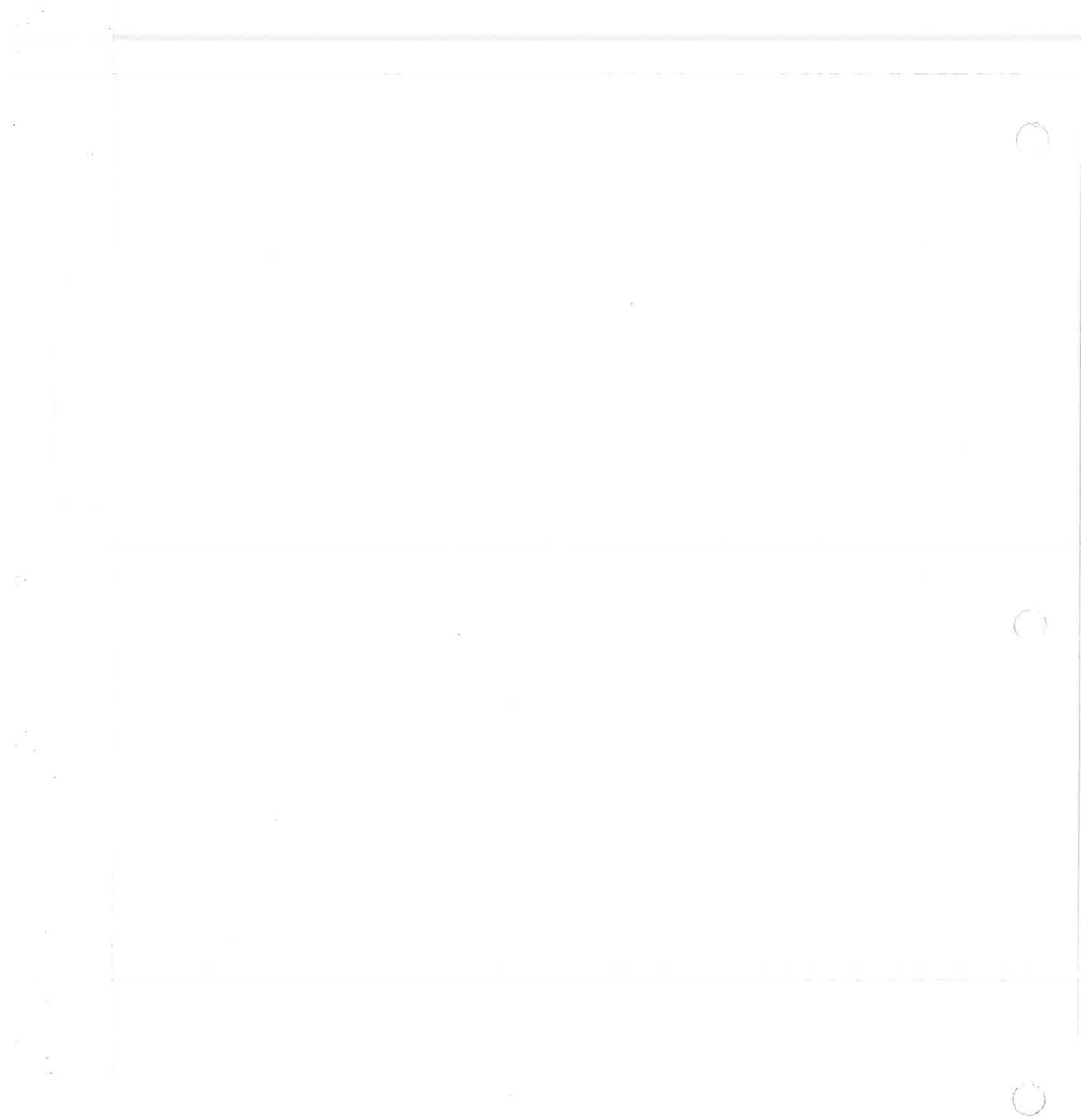
We start the QA/QC process by aligning our entire team early on during the internal project kickoff meeting and briefing them on expectations regarding quality, key resources, and project-specific guidance. We regularly hold team meetings to allow for cross-discipline coordination, which ensures that our technical team members are using consistent information in their respective planning documents and analyses. Authors use an established Ascent Style Guide to ensure the consistency and quality of all documents. Every document is reviewed by senior staff and the project principal. This ensures not only that the style and content of the document are accurate but that the approach, tone, and usefulness of the deliverable meet or exceed client expectations. In addition, depending on the project type, additional senior review may be conducted by a QA/QC officer and senior technical specialists, as appropriate. In addition to this thorough senior review, documents are handled by our publishing team, which includes word processing and technical editing. This process ensures that Ascent documents are technically accurate, complete, clear, and professionally presented; that they follow document-specific specifications; and that the approach, tone, and usefulness of the documents meet the City's expectations.



G – Communication Plan

COMMUNICATION PLAN





G / COMMUNICATION PLAN

A clear understanding of project objectives, timelines, and details are essential for document completion and project implementation. A consistent communication plan will be developed in collaboration with the City of Laguna Hills. For any given task, our project manager is responsible for planning and controlling the execution of the work and for establishing and maintaining communications with the City.

Our project manager, Tanya Jones, will serve as the consistent point of communication between the City's project manager and our team. Frequent communication ensures early issue identification and resolution, as needed, to prevent schedule delays or other issues that could derail a project. This would include consistent weekly or biweekly status discussions in person or virtually with the City's project manager, depending upon the City's preferences on a project-by-project basis, as desired. We would also include progress reports as part of our monthly invoicing to keep the City's project manager apprised of the financial status and work progress. Where technical information needs to be conveyed between experts, we facilitate direct discussion between staff, such as GIS analysts, biologists, and regulatory agency staff, or Ascent's technical staff and client or agency technical reviewers.

It is important to maintain discrete communications and establish protocols for communications early during the kickoff meetings. Email communications work most of the time but should not be used to communicate sensitive information or strategic discussions. We will set up phone calls or virtual meetings when sensitive information needs to be addressed. Similarly, email is not the best mode of communication for sending draft documents and work products back and forth. We set up SharePoint sites to transfer documents to and from our clients to avoid email attachments and to maintain better version control.

Open two-way communication about performance and expectations, and continually striving to serve as a true extension of staff are the primary ways in which Ascent believes a successful relationship with the City can be achieved. Throughout the course of our on-call contracts, Ascent likes to get the occasional "gut check" about how we're doing. While we feel as though we provide value and good service to our clients, we believe that we can always do better. To that end, open communication about where we have succeeded (including where we exceeded expectations) and where improvement is necessary are the primary methods by which we can continue to provide excellent service to the City.

As a matter of course, as Ascent's principal-in-charge, Chad Beckstrom is committed to twice-yearly check-ins with City staff during which we encourage staff to be open about how Ascent is performing. This allows us to understand where we need to potentially encourage our team members to be more proactive or adjust project management activities/communications to better accomplish the project and the City's goals. Beyond the check-ins, we encourage the City to feel free to reach out separately to Chad about overall contract and individual project execution.

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H / I / J - Compensation /
Certificate / Certification

COMPENSATION/PAYMENT SCHEDULE
CERTIFICATE OF INSURANCE
CERTIFICATION OF PROPOSAL

H
I
J



H / COMPENSATION/PAYMENT SCHEDULE

As requested in the RFP, our cost proposal has been submitted in a separate sealed envelope.

I / CERTIFICATE OF INSURANCE

Ascent has reviewed the sample contract and insurance requirements provided by the City of Laguna Hills and confirms the ability to fulfill the insurance requirements for this contract upon award of contract.

Following this page is *Attachment 2*, Consultant’s Acknowledgement of Compliance with Insurance Requirements for Agreement for Professional Services, as required.

J / CERTIFICATATION OF PROPOSAL

We have signed the Certification of Proposal, *Attachment 3*, as required by the RFP; it follows this page.

ATTACHMENT 2

**CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE
WITH INSURANCE REQUIREMENTS FOR
AGREEMENT FOR PROFESSIONAL SERVICES**

Consultant agrees, acknowledges, understands and is fully aware of the insurance requirements as specified in **Section 5, Insurance Requirements** of the attached sample Agreement for Professional Services (Attachment 4) and hereby accepts all conditions and requirements as contained therein.

Consultant: Ascent Environmental
Name (Please Print or Type)

By:  Principal
Consultant's Signature & Title

Date: July 3, 2024

This executed form must be submitted with proposal.

ATTACHMENT 3

**CERTIFICATION OF PROPOSAL
TO THE CITY OF LAGUNA HILLS**

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP). By signing the Certification of Proposal (**Attachment 3**) and submitting a proposal to the City in response to this Request for Proposals, the Proposer hereby represents and certifies that:

A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals ("Agreement") no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;

B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;

C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;

D) Proposer does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition;

E) By submitting the response to this request, Proposer agrees, if selected, to furnish services to the City in accordance with this RFP;

F) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them;

G) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City;

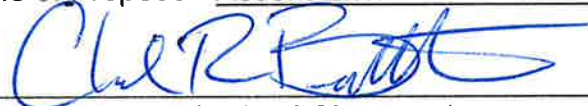
H) The proposal response includes all of the commentary, figures and data required by this Request for Proposal.

I) The proposal shall be valid for 180 days from May 30, 2024.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct.

Executed this 3rd day of July 2024, at Irvine, California.

Name of Proposer: Ascent Environmental

By: 
(Authorized Signature)

Type Name: Chad Beckstrom, AICP

Title: Principal

Date: July 3, 2024

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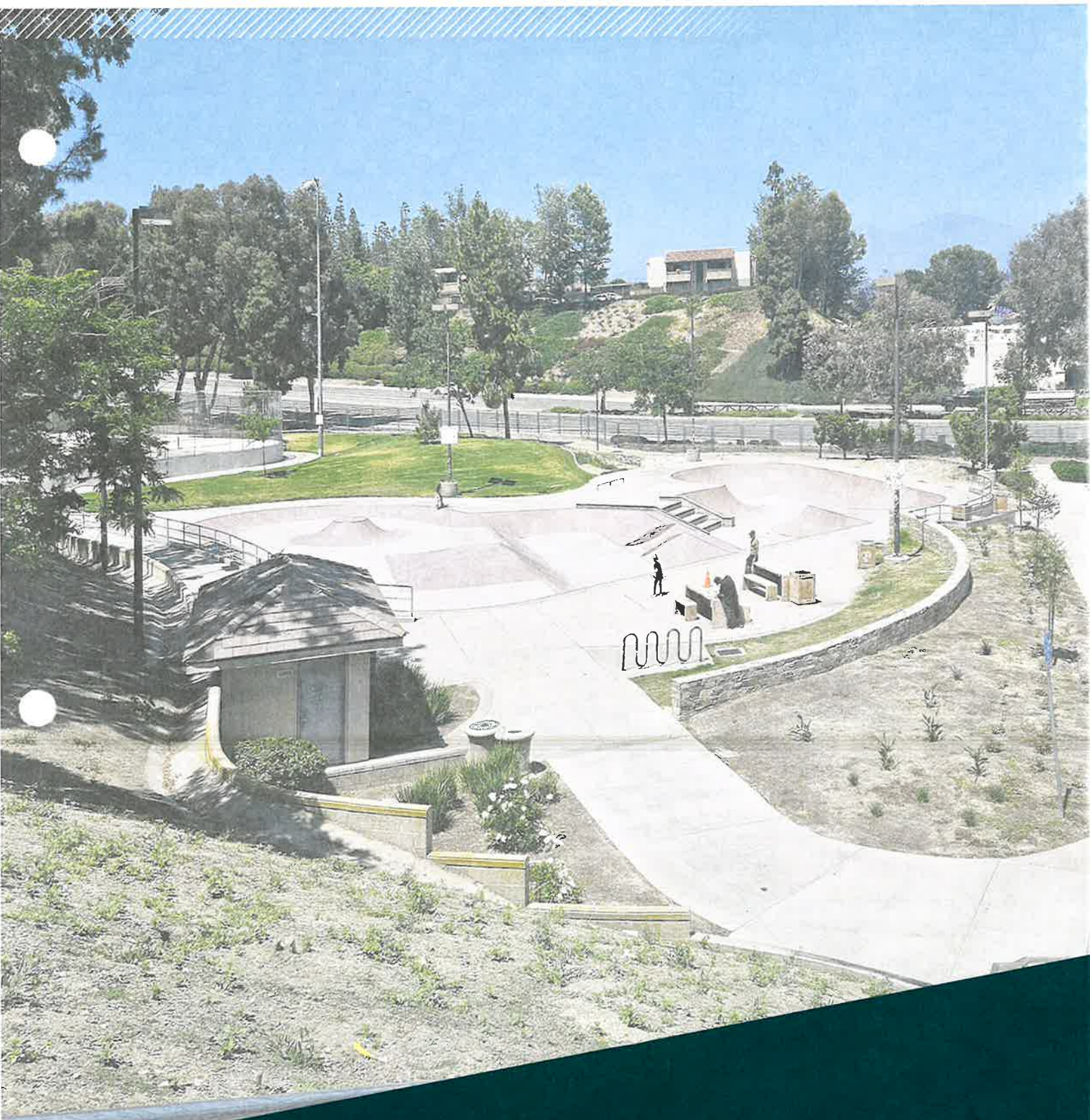
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Appendix A – Resumes

APPENDIX A RESUMES

2



Chad Beckstrom, AICP

PRINCIPAL-IN-CHARGE

YEARS OF EXPERIENCE 27
YEARS AT ASCENT 3

EDUCATION
MURP, California State Polytechnic University, Pomona

BA, Environmental Analysis and Design, University of California, Irvine

CERTIFICATION
American Institute of Certified Planners (No. 016758)

AFFILIATIONS
American Planning Association (APA)

Association of Environmental Professionals (AEP)

PROFESSIONAL WORKSHOPS/
TEACHING PRESENTATIONS
'nstructor: Writing Effective CEQA Documents, CEQA Practice Certificate, University of California, San Diego (2019–present)

NEPA Basics: Fundamentals of the National Environmental Policy Act, Joint Conference of the National Association of Environmental Professionals (NAEP)/ California Chapter of the AEP (2013)

NEPA Overview and Refresher, AEP NEPA Basics Workshop Series (2012)

NEPA: A Step-by-Step Approach 2-Day, University of California, Riverside Extension (2009–2010)

Introduction to CEQA, University of California, Irvine Extension (2006–2009)

CEQA Primer, University of California, Irvine Extension (2006–2009)

Introduction to NEPA, University of California, Irvine Extension (2007–2009)

AEP Spring CEQA Advanced Workshop (2009)

AEP Spring CEQA Workshop Series (2005)

California State University, Fullerton, Environmental Studies Course. Guest Lecture (2008–2010)

Chad Beckstrom, AICP, is a collaborative leader with over 27 years of consulting experience in the environmental planning industry covering environmental impact analysis documentation, environmental plans and programs, constraints/opportunities studies, policy consistency reviews, project management, strategic planning, and team leadership. He is committed to exceptional client service, with a steadfast dedication to technical excellence. Chad is well known for the ability to address complex issues, deliver strategic solutions, and help our clients to communicate scientific results in an understandable way to their stakeholders and decision-makers. He works to provide his clients with the best professional advice to solve problems related to compliance with CEQA, NEPA, and other environmental regulatory requirements. Chad brings an expert understanding of how the full range of environmental laws and regulatory requirements are integrated into the CEQA/NEPA review processes, including the Clean Water Act (CWA), Clean Air Act (CAA), California Fish and Game Code, and National Historic Preservation Act (NHPA). He has experience on a wide range of project types, including residential, commercial, industrial, and mixed-use development and redevelopment, maritime ports, public infrastructure, renewable energy and transmission, roadway and transit projects, water and wastewater, schools and campus plans, recreation and parks, habitat restoration, and community general/master plans. Chad also teaches courses on CEQA and NEPA environmental review processes through university extension programs, professional seminars, and client trainings.

SELECTED PROJECT EXPERIENCE

CEQA Document Peer Review of ActivCare Senior Living, Orange County
City of Laguna Hills

Project Manager
Chad managed the team assisting the City with conducting a peer review of the IS/MND for a residential care facility for the elderly. The IS/MND was prepared by the applicant’s consultant team, and the City retained Chad and his team to supplement City staff resources to provide CEQA and technical expertise on the City’s behalf. The project involved construction and operation of a 72-bed, 31,500-square-foot residential care facility within an approximately 2.5-acre project site of a former auto dealership.

CEQA Document Peer Review of Moulton Niguel Water District Operations Center and Site Consolidation Project, Orange County
City of Laguna Hills

Project Manager
Chad led the peer review and provided advisory services to the City of Laguna Hills for a proposal by the Moulton Niguel Water District (MNWD) to consolidate administrative and operational functions located at two different sites. The project included development of new office buildings, a shop building, a fleet services building, and other improvements to the site in an area surrounded by residential uses. The City was a responsible agency under CEQA and needed to make findings on the document in order to process entitlement applications. The project team was brought in to ensure the document sufficiently addressed the City’s issues, mitigated impacts caused by the project, and addressed the concerns of a vocal and involved community that surrounds the project. Chad worked closely with City staff and its outside legal counsel to focus the reviews on technical accuracy, methodologies, and defensibility.



Chad Beckstrom, AICP

Metro East Mixed-Use Overlay/Elan Development Supplemental EIR, Orange County

City of Santa Ana

Project Director

Chad managed preparation of a Supplemental EIR for expansion of the City's Metro East Mixed-Use (MEMU) Overlay Zone and Elan Development projects. An EIR was completed for the MEMU in 2007 and the City proposed to expand the Overlay Zone boundaries by an additional approximately 33 acres, modify some of the development standards and districts, and concurrently process an approximately 600-unit mixed-use development project with ground-floor commercial uses. The project also included an amendment to the existing General Plan and an amendment to the existing Zoning Code. Significant issues included traffic, air quality, health risk, cultural resources, and noise.

Cartwright Residential Addendum, Orange County

City of Irvine

Project Director

Chad directed preparation of an Addendum to the Irvine Vision Plan EIR for the redevelopment of an industrial site for residential uses. The existing site was occupied by a one-story office/ warehouse building and a surface parking lot, which would be demolished to accommodate the development of 60 affordable residential units with supporting amenities including a recreation area with pool, a fitness center, and a club room. The Addendum documented how the project was within the scope of the analysis from the Vision Plan EIR.

SunPointe Residential Project EIR, Orange County

City of Laguna Niguel

Project Manager

Chad led an EIR for a 71-unit single-family hillside subdivision on an approximately 19.5-acre site that was fraught with a number of significant environmental challenges, including sensitive biological resources, geotechnical concerns, and construction impacts from extensive grading, as well as community concerns, such as land use density, visual impacts, noise, and traffic due to the single access point through an existing established neighborhood. Chad worked with the City to address community members' concerns and provide support during public hearings.

SCAG Development Streamlining

Southern California Association of Governments

Project Manager

Chad is leading the Ascent team in the development of guidance materials and presentation of workshops on behalf of SCAG to help accelerate the CEQA and administrative planning processes with the goal of expediting housing entitlements to preserve existing housing and increase new housing production in the region. The guidance is focused on the state legislation aimed at streamlining CEQA and administrative approvals and providing user-friendly resources and toolkits to help agency staff with day-to-day processing of housing applications and restructure and simplify internal entitlement processes to expand use of ministerial approvals that avoid the delays and added expenses which exacerbate the housing crisis.

Concordia University EIR Peer Review, Orange County

City of Irvine

Project Manager

Chad provided CEQA peer review and advisory services on behalf of the City, which was processing the entitlements for Concordia University's Master Plan amendments. The EIR was prepared by Concordia's consultant team, and Chad's team worked with the City to ensure that the EIR was adequate pursuant to CEQA. The project involved development over four phases, including demolition of seven buildings (approximately 71,000 square feet), construction of up to approximately 150,000 square feet of institutional buildings, a new residence hall (74 units/292 beds), relocation and improvements to athletic fields, new and reconfigured parking and internal roadways, and other common area improvements.



Tanya Jones

PROJECT MANAGER

YEARS OF EXPERIENCE 16

EDUCATION
BA, Environmental Analysis and Design,
University of California, Irvine

PROFESSIONAL AFFILIATIONS
Association of Environmental
Professionals

Tanya Jones has 16 years of experience as a senior project manager and CEQA/NEPA specialist. She is dedicated to maintaining flexibility, being highly responsive, facilitating open and direct communication, and strictly adhering to the project budget and schedule. Tanya has been responsible for management on a wide variety of projects throughout Southern California subject to CEQA and NEPA. She is trained in environmental analysis and design and has experience preparing environmental documents for a range of projects, including utility and public service infrastructure, residential, commercial, energy, and transportation. As a project manager, Tanya serves as the primary point of contact for clients and is responsible for hands-on management of the overall project and for document quality, schedule, and budget. She has a strong ability to thoroughly review documents and manage project changes, and she uses her expertise at maintaining consistency and aggressive schedules. She coordinates daily between her clients and project teams to ensure legally defensible environmental documents.

SELECTED PROJECT EXPERIENCE

Laguna Niguel EIR/Wetlands Operations and Management Plan & IS/MND, Orange County

City of Laguna Niguel

CEQA Project Manager

Tanya served as the CEQA project manager for preparation of an IS/MND to evaluate the potential impacts of implementation of the City's Wetlands O&M Plan. The plan would serve as a guide for the City to manage and maintain 13 wetland sites for long-term sustainability and public safety in the city in the Sulphur Creek watershed, in a portion of the Salt Creek watershed, in Chapparosa Park, and in Crown Valley Regional Park. The plan establishes routine maintenance activities that would be performed at the wetland sites, compensatory mitigation requirements, and general reporting requirements. The goals of the O&M Plan are to implement flood control and vector control for public safety, maintain the integrity of the restored ecosystems, and manage the sites for the long-term stability, health, and sustainability of the Aliso Creek watershed. The project included minor maintenance activities such as removing herbaceous vegetation and accumulated sediment around outfalls, risers, culverts, and bridge crossings; establishing pilot channels to facilitate positive flow and maintain flood capacity (i.e., flowline maintenance); and trimming the understory of riparian vegetation (i.e., below the tree canopy) to prevent obstruction of flow. Key environmental issues included biological resources, cultural resources, geology and soils, hydrology and water quality, and tribal cultural resources.

TGS Campus Woodbridge Project IS/MND, Orange County

City of Irvine

Project Manager

Tanya served as project manager for the preparation of an IS/MND for the TGS Campus Woodbridge Project. The project proposed to add 5,000 square feet of office expansion to the existing 41,400 square feet of office, warehouse, and support uses spanning three buildings on a 2.72-acre project site. Implementation of the project would require a General Plan Amendment to increase the development intensity within the Village of Woodbridge, Planning Area 15, and transfer unused development intensity from the Neighborhood Commercial land use category to the Multi-Use General Plan land use category. The scope of work included peer review of applicant-prepared



Tanya Jones

technical studies, including air quality, GHG, and noise studies, for completeness, appropriateness of methodology, accuracy of results, and appropriate CEQA content and conclusions in order to complete the IS/MND.

Mile Square Regional Park Master Plan EIR, Orange County

OC Parks

Project Manager

Tanya served as project manager for the preparation of an EIR for implementation of the Mile Square Regional Park (MRSP) Master Plan. The project site encompasses the 93-acre existing Mile Square Golf Course and portions of the existing MRSP located in north Orange County in Fountain Valley. The project would displace the existing Mile Square Golf Course within the MRSP, which held a lease from OC Parks to operate, and other improvements would occur in the eastern portion of the existing park. The project involves improvements outlined in the MSRP Master Plan, including the addition of the 93-acre project site to the existing MSRP park facilities. The addition of the project site to the MSRP would build on the park's existing resources, amenities, and programs enjoyed by the public. The MSRP Master Plan identifies multimodal circulation improvements, specific programming opportunities, areas for ecological restoration, and other recreational improvements that focus on expanding the park's recreational value and open space preservation. The EIR was certified in July 2021, with key environmental issues including biological resources, cultural resources, hydrology and water quality, noise, recreation, traffic, utilities, and public services.

SunPointe Residential Project EIR, Orange County

City of Yorba Linda

Deputy Project Manager

An EIR was prepared to evaluate a proposed 71-unit single-family hillside subdivision on approximately 19.5 acres. The project required a General Plan Amendment, Zone Change, Tentative Tract Map, and Site Development Permit. The site presents some serious environmental constraints, such as biological resources, geotechnical concerns, and construction impacts from massive grading, as well as community concerns, such as land use density, visual impacts, noise, and traffic due to the single access point through an existing established neighborhood. A series of technical studies were also prepared in support of the environmental document.

Devonshire Downs Faculty & Staff Housing Project Addendum, Los Angeles County

California State University, Northridge

Project Manager

Tanya is currently serving as project manager for the Devonshire Downs Faculty & Staff Housing Project Addendum to the California State University, Northridge 2005 Master Plan EIR. CSUN proposes to develop 200 faculty/staff housing units and up to 300 parking stalls on approximately 6.4 acres on the current site of Parking Lot F10 located in the North Campus. The 2005 Master Plan provides for up to 600 faculty/staff residential units, 550 of which were anticipated to be built on the proposed site. Plan Phase 1 included 250 units of faculty/staff housing on this site in this area, while this project anticipates building 200 units. CSUN's Master Plan addresses the functional organization of the campus and is intended to guide the physical development of the campus over a 30-year time horizon through 2035. While the number of units proposed is within the scope of the Master Plan EIR, the Master Plan notes that the housing for this area would be a maximum of three stories, whereas the proposed project includes a four-story design (up to 45 feet). Ascent has been retained to conduct an analysis to determine whether any of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a subsequent document have occurred. Key environmental issues include aesthetics and visual quality, air quality, biological resources, noise, traffic, and utilities.

SoCalGas Operations & Maintenance ITP and Master LSA Agreement EIR

California Department of Fish and Wildlife

Assistant Project Manager

Tanya serves as assistant project manager for the preparation of an EIR for the Southern California Gas Company's (SoCalGas's) request for an Incidental Take Permit (ITP) under FGC Sections 2081(b) and 2081(c). The ITP would authorize "take" as defined by FGC Section 86, subject to various conditions, for six threatened and endangered species—least Bell's vireo; southwestern willow flycatcher, tricolored blackbird, Coachella Valley fringe-toed lizard, desert tortoise, and Mohave ground squirrel—incidental to SoCalGas's ongoing operation and maintenance of its approximately 1,400-mile Southern California Desert Gas Pipeline system in the California Desert Conservation Area. CDFW and SoCalGas also expect certain O&M activities would require pre-activity notification under CDFW's Lake and Streambed Alteration (LSA) Program and propose to permit these activities with the issuance of a Master LSA Agreement, consistent with the FGC, that would include reasonable measures necessary to protect fish and wildlife (see FGC Section 1602). CEQA requires CDFW as a lead agency to evaluate the potential environmental effects resulting from issuance of the permits in the broader context of SoCalGas's ongoing O&M activities as the whole of the action, which includes whether CDFW's issuance of the permits would cause modification of SoCalGas's ongoing O&M activities that would result in significant or potentially significant physical changes to the existing environment.



Jazmin Amini

TRANSPORTATION PLANNER

YEARS OF EXPERIENCE 6

EDUCATION
MCP, University of California, Berkeley
BA, Urban Studies & Planning, University of California, San Diego

Jazmin Amini is an environmental and transportation planner with 6 years of experience in transportation planning, long-range planning, land use planning, and environmental impact analysis. At Ascent, she has worked on a variety of CEQA environmental documents, including environmental impact reports, initial studies, consistency checklists, and technical studies, as well as climate action planning and housing element work. Prior to joining Ascent, she worked in multiple intern and graduate researcher positions for the public sector and received a master’s degree in city planning from the University of California, Berkeley. Jazmin is interested in the intersection of transportation, land use, and design and works to advance equity in the communities she works with.

SELECTED PROJECT EXPERIENCE

Bellflower Housing Element Update IS/MND, Los Angeles County

City of Bellflower

Transportation Planner

Ascent was retained by the City of Bellflower to prepare the requisite CEQA documentation for the 2022–2030 Housing Element update. SCAG assigned a RHNA of 3,750 residential units to the city to be incorporated in the update. The majority of the RHNA units are proposed to be accommodated within existing specific plan areas that will process a Specific Plan amendment to increase residential densities. Jazmin prepared the transportation section of the IS/MND.

San Diego County Climate Action Plan

County of San Diego

Transportation Planner

Ascent is working with the County of San Diego to develop an ambitious, visionary CAP that strives to meet a 2030 target to mitigate for the County’s General Plan and a carbon neutrality goal for 2035–2045. The CAP is being developed in alignment with a Regional Sustainability Plan that envisions a zero-carbon future for the county. Development of the CAP includes far-reaching, inclusive outreach that captures county residents who have not typically been represented in planning and political processes. The CAP also addresses local agriculture, not just for its impacts but for the value it provides to the region. The CAP will also address the carbon sequestration benefits of the county’s vast open spaces, rangelands, and agricultural lands. At the same time, Ascent is addressing County operations and developing GHG reduction measures that demonstrate the County’s leadership in tackling climate change. Jazmin is working on the development of strategies, measures, and implementation actions for the transportation sector in the CAP.

STAY OPEN San Diego Hotel Initial Study, San Diego County

San Diego Unified Port District

Transportation Planner

Ascent prepared an IS/MND for the STAY OPEN San Diego Hotel project. The project proposes adaptive reuse of vacant space and the rooftop of the existing District Annex Building and use of an existing paved parking lot to develop a “shared hospitality” hotel project featuring “pod-type” rooms. Jazmin prepared the transportation section of the Initial Study, which included an analysis of vehicle miles traveled and other potential impacts related to transportation and the implementation of the proposed project.



Jazmin Amini

Green Valley Specific Plan EIR Addendum, Riverside County
City of Perris

Transportation Planner

This addendum to the 1990 Final Environmental Impact Report for the Green Valley Specific Plan (GVSP) evaluates proposed amendments to the GVSP. Specifically, this addendum analyzes the effects of proposed amendments to GVSP land use designations and zoning on 240.3 acres of the northeast portion of the GVSP area that would change land use designations to be consistent with the Perris Valley Airport Land Use Compatibility Plan and meet the intent of SB 330 to recapture dwelling units that were not realized across the plan area with previous project approvals (i.e., Phase 1A and Phase 1B projects recently approved in southern half of the GVSP). Jazmin prepared the transportation section of the addendum for Phase 2 of the project.

Freeway Commerce Center EIR and Technical Study, Riverside County
City of Jurupa Valley

Transportation Planner

The City of Jurupa Valley is proposing the development of a freeway commerce center on vacant land adjacent to SR 60. The project involves the implementation of a travel center that would provide professional truck drivers and motorists with 24-hour access to purchase gasoline, diesel and hydrogen fuel, a truck repair facility, truck and automobile parking, electronics, and snacks and travel items, as well as a variety of fast-food restaurant offerings. Additionally, the project would include the development of a 90-room hotel, a restaurant, a self-storage/recreational vehicle storage facility, a recreational vehicle and truck dealership, and a truck wash. Jazmin prepared the transportation section of the EIR.

Apple Valley Love’s Travel Center EIR and Technical Study, San Bernardino County
Love’s Travel Stops & Country Stores

Transportation Planner

The applicant is proposing to construct and operate a full-service travel center and recreational vehicle (RV) park on approximately 33.52 acres of vacant land in the northwest portion of Apple Valley. Project visitors/customers would include “over-the-road” trucks (i.e., professional long-haul drivers who are on the road for consecutive days or weeks at a time), local residents, and traveling motorists. The proposed project would connect to the existing storm drains, located immediately east of the project site. Proposed project grading would also implement stormwater control/drainage and water quality features to prevent drainage and water quality impacts, which include temporary earthen diversion channels, detention/retention and water quality basins, and standard best management practices. Jazmin prepared the transportation section of the EIR.

Roadway Clearance Categorical Exemption II, San Diego County
County of San Diego/California Department of Forestry and Fire Protection

Assistant Project Manager/Environmental Planner

This is the second project of its kind contracted with the County of San Diego and the California Department of Forestry and Fire Protection after successful completion of a similar project in early 2022. The San Diego County Board of Supervisors directed the San Diego County Fire Protection District to pursue a vegetation maintenance program to reduce fire risks along approximately 467 miles of public roadways in the unincorporated county. The project would increase the safety of emergency access and evacuation routes and establish fuel breaks along roadways. The project would involve fuel reduction treatments within a 20-foot buffer along County-maintained roads, reducing fire risks and improving evacuation performance in the event of a wildfire. Ascent is preparing supporting documentation establishing the project’s qualification for a categorical exemption. Jazmin serves as assistant project manager.

Temecula Valley Hospital Master Plan Update Subsequent EIR, Riverside County
City of Temecula

Transportation Planner

Jazmin is the transportation planner of the Temecula Valley Hospital Master Plan Update Subsequent EIR. The hospital is proposing updates to the previously approved Temecula Valley Hospital Master Plan, which would require a Major Modification and a Planned Development Overlay (PDO) Amendment. The project would consist of the development of a Behavioral Health Building, an expansion to the emergency department, two additional hospital towers, two medical office buildings, and a utility plant. The project would also include development of new surface parking lots and a four-story parking structure and relocation of the existing helipad from its interim location to the roof of a proposed hospital tower. Major issues include traffic (VMT), helicopter noise, and greenhouse gases.



Dimitri Antoniou, AICP

SENIOR NOISE/VIBRATION SPECIALIST

YEARS OF EXPERIENCE 13

EDUCATION

MS, City and Regional Planning,
California Polytechnic State University,
San Luis Obispo

BS, Environmental Management and
Protection, California Polytechnic State
University, San Luis Obispo

CERTIFICATIONS

American Institute of Certified Planners
(No. 02817)

TRAINING

Lakes Environmental AERMOD Air
Dispersion Modeling Course

GIS Mapping and Disaster Planning
Contractor: Cal Fire San Luis Obispo

SOFTWARE CAPABILITIES

ArcGIS, CalEEMod, AERMOD, HARP,
Google Earth, Microsoft Office Suite,
Adobe Design Suite

PROFESSIONAL AFFILIATIONS

American Planning Association
California (APACA), AICP (2014–present)

PUBLICATIONS

Antoniou, Dimitri Theodore. (2010).
Background Report for the Water
Conservation Handbook. MS of City and
Regional Planning. California Polytechnic
University, San Luis Obispo.

FOREIGN LANGUAGE

Greek

REPRESENTATIVE PROFESSIONAL
PRESENTATIONS

September 2017. "Community Risk
Reduction Strategy: A Hayward Case
Study," Session Speaker, Sacramento
Valley Section APACA Speaker Series,
Sacramento

Dimitri Antoniou, AICP is a senior noise specialist with experience in technical noise propagation and estimation calculations, noise monitoring, peer review of acoustical studies, and preparation of environmental noise analyses for the purposes of satisfying NEPA and CEQA documentation. Dimitri is proficient in the use of multiple noise prediction models (e.g., Traffic Noise Model [TNM]) and in conducting analyses consistent with relevant regulatory agency guidelines (e.g., FTA, FHWA, Caltrans). His noise work includes conducting traffic noise, stationary noise, and community wide noise modeling for a variety of projects such as city-wide general plan updates and project level analysis for the development of power generation facilities, heliports, wastewater treatment plants, housing projects, and community-wide plans.

SELECTED PROJECT EXPERIENCE

Carlsbad EA/FONSI for the HUD Environmental Assessment, San Diego County City of Carlsbad

Project Manager

Ascent assisted the City of Carlsbad, as the Responsible Entity under NEPA and HUD, in preparing an EA/FONSI for the proposed Windsor Pointe Project, a 50-unit affordable multifamily housing project. Affirmed Housing Group sought tax credit bonds, Housing and Community Development Multifamily Housing Program, and No Place Like Home funds, administered by HUD, to construct the project. The project proposes to construct 50 affordable housing units on scattered sites, targeting low-income and homeless veterans. Ascent prepared an EA/FONSI for HUD approval, pursuant to NEPA and HUD regulations 24 CFR Part 58. The EA/FONSI includes a discussion of the proposed project and compliance with applicable laws and authorities required by 24 CFR 58.5 and 58.6 and includes an analysis of all Environmental Assessment Factors required by 24 CFR 58.40; Ref 40 CFR 1508.8 and 1508.27. Specific topic areas involving detailed analysis include a quantitative air quality conformity applicability assessment, consistent with Clean Air Act (Title 40 CFR Subpart B), and include emissions modeling and comparison to de minimis levels, historic preservation analysis, consistent with Sections 106 and 110 of 36 CFR Part 800, and a noise assessment, meeting requirements of 24 CFR Part 51 Subpart B, that include site acceptability noise standards. Dimitri was the project manager who led the preparation of the environmental document, coordinated staff and subconsultants, and led the City through the HUD and NEPA compliance process. The EA/FONSI was approved and the City was issued the authority to use grant funds by HUD in August 2020.

Regional San “EchoWater” Wastewater Treatment Plant Upgrade EIR, Sacramento County

Sacramento Regional County Sanitation District

Assistant Project Manager/Senior Air Quality, GHG, and Noise

Sacramento County’s wastewater treatment plant is the largest discharger of treated wastewater to inland waterways in California. The discharge location is just upstream of the Sacramento-San Joaquin Delta. Regional San upgraded its system to several treatment plant processes, including filtration (tertiary), disinfection, and ammonia removal. Thorough modeling was conducted to determine the effect of treated wastewater on downstream water users, fisheries, and the overall Delta resources. Regional San sought SRF financing in support of this effort; therefore, the analysis addressed the State Water Board CEQA-Plus requirements. Ascent led consultation with



Dimitri Antoniou, AICP

NOAA Fisheries, USFWS, and CDFW. Dimitri’s role as an assistant project manager included coordinating EIR production with staff, subconsultants, and the client, as well as managing task completion, project budget, and schedule compliance. In addition, he conducted the technical noise, air quality, and GHG analyses for the EIR. He conducted site-specific air dispersion modeling using AERMOD for dust emissions associated with construction activities and recommended dust control measures to mitigate emissions. GHG emissions are directly related to the energy consumption at the facility and therefore impacts can vary greatly depending on the different disinfection technology options. Dimitri evaluated project-generated GHG emissions for each alternative and recommended the construction of renewable energy sources as mitigation to reduce GHG emissions.

Update of Plan Bay Area 2040: The Regional Transportation Plan/Sustainable Communities Strategy EIR, San Francisco Bay Area

Metropolitan Transportation Commission

Senior Noise Analyst

In 2013, the Metropolitan Transportation Commission (MTC) adopted Plan Bay Area, the RTP/SCS that serves as an integrated long-range transportation and land use/housing plan for the San Francisco Bay Area addressing the implementation of transportation projects and the challenge of accommodating projected growth. The EIR for Plan Bay Area was certified in 2013 and was subsequently the subject of four legal challenges. Similar to other jurisdictions around the state, MTC updated the RTP/SCS and completed an environmental review that was compliant with the requirements of CEQA. Dimitri conducted the noise analysis which required the development of project-specific thresholds of significance based on local conditions and state guidelines, traffic noise modeling for the entire nine-county Bay Area, and community noise analysis that considered the land use changes over the next 20 years.

Tahoe Transportation District Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS) EIR/EIS, Tahoe Basin

Tahoe Metropolitan Planning Organization

Noise Analyst

Ascent worked with TMPO to prepare a program-level EIR/EIS for the Tahoe RTP and SCS. The TRPA and TMPO jointly updated the Tahoe Basin’s RTP, in conjunction with an update of the Tahoe Regional Plan. The RTP/SCS includes the policies, investments, and funding strategies that will shape the region’s transportation system over the next 25 years. The RTP will also serve as the Transportation Plan required by the Tahoe Compact as part of the TRPA Regional Plan update. Finally, the plan meets the challenge of California’s Senate Bill 375 by presenting an integrated set of land use plans and transportation investments that will allow the region to achieve state targets for reducing GHG emissions by 2035. Ascent prepared the EIR/EIS, which was certified in December 2012. The RTP/SCS has been approved and is being implemented. Dimitri conducted traffic noise modeling for the affected roadways in the Lake Tahoe Basin as well as the noise analysis for implementation of the entire RTP.

High Speed Train Power Interconnection Facilities Project

California High Speed Rail Authority

Noise Analyst

The High Speed Train (HST) project includes new, modified, and upgraded power facilities necessary to connect High-Speed Rail Traction Power Substations (TPSSs) to the Pacific Gas and Electric (PG&E) electrical grid, providing power to the portion of the HST project that would extend from Merced to Bakersfield. Ascent is preparing NEPA/CEQA compliant documents and supporting field assessments, technical studies, and reports to analyze the impacts of construction, operation, and maintenance of the interconnection and system network upgrades. The Federal Rail Administration (FRA) and the Authority are the lead agencies pursuant to NEPA and CEQA, respectively. The California Public Utilities Commission (CPUC), which regulates the electrical facilities that are the subject of this environmental review, is a CEQA responsible agency. Dimitri prepared construction and operational-noise impact assessments consistent with CPUC guidance.

State Route 89/Fanny Bridge Community Revitalization Project EIR/EIS/EA, Placer County

Tahoe Transportation District

Noise Analyst

To provide congestion relief, TTD proposed improvements to the State Route 89 North Tahoe “Y” intersection and Fanny Bridge over the Truckee River. The improvements involved: congestion relief features at the highway intersection, construction of a new bridge over the river, rehabilitation and replacement of Fanny Bridge, and bicycle and pedestrian facilities (including connection to the Truckee River bike path). Alternative uses of the existing Fanny Bridge include continued highway use, limited local automobile access, or pedestrian and bicycle use only. Key issues were impacts to the Truckee River, historic resources, land use impacts, aesthetics, construction noise and air quality, and traffic and transportation advantages and disadvantages of the alternatives. Dimitri conducted the noise analysis, which evaluated traffic-related noise increases as well as short-term construction noise.



Alta Cunningham

CULTURAL RESOURCES/HISTORIC RESOURCES

YEARS OF EXPERIENCE 23

EDUCATION
MA, Historic Preservation, Savannah College of Art and Design

BS, History, University of California, Davis

PROFESSIONAL AFFILIATIONS
California Preservation Foundation

AWARDS
Midpeninsula Regional Open Space District Bear Creek Redwoods Preserve Plan and EIR (2017 Award for Outstanding Planning Document from AEP)

Plan Bay Area: Regional Transportation Plan/Sustainable Communities Strategies EIR (2018 Award of Merit for Environmental Analysis Document from AEP)

Alta Cunningham has 23 years of experience in the environmental consulting field. Her experience as an architectural historian includes archival research, historic building and structure surveys and evaluations, and cultural resources documentation for NEPA and CEQA projects ranging from single building evaluations to district-wide surveys for CEQA, PRC Section 5024, and NHRA Section 106 compliance documents. She has completed evaluations for higher education facilities, pre- and post-World War II residential and commercial buildings, agricultural properties, and water conveyance systems. Alta meets the Secretary of the Interior’s Professional Qualification Standards for architectural history and history. She also serves as a skilled deputy project manager for EIRs and has coordinated multiple environmental projects. Alta provides technical expertise for CEQA documents and has prepared numerous technical sections, covering aesthetics, agricultural resources, cultural resources, geology and soils, land use and planning, and public services.

SELECTED PROJECT EXPERIENCE

CEQA Compliance for the STAY OPEN San Diego Hotel Project, San Diego County
San Diego Unified Port District

Architectural Historian
Ascent prepared an IS/MND for the STAY OPEN San Diego Hotel Project. The project proposes adaptive reuse of vacant space and the rooftop of the existing District Annex Building and use of an existing paved parking lot (to develop a “shared hospitality” hotel project featuring “pod-type” rooms. Alta prepared the historic resources evaluation report for the two buildings on the project site, evaluating the properties under the criteria of the California Register of Historical Resources, the National Register of Historic Places, and the City of San Diego Register to determine if the project has the potential to cause a substantial adverse change to historical resources under CEQA. Alta also prepared the cultural resources and tribal cultural resources sections of the IS/MND.

Bergamot Station Transit Village Center Project EIR, Los Angeles County
City of Santa Monica

Technical Writer
The Bergamot Station Transit Village Center Project is a transit-oriented mixed-use village on a site currently developed with 206,000 square feet of vacant industrial uses. The proposed project would result in the construction of an approximately 766,094-square-foot mixed-use project in five buildings including up to 325 residential dwelling units, approximately 494,927 square feet of creative office, and approximately 46,895 square feet of ground-floor neighborhood-serving retail and restaurant. The project would also include approximately 84,000 square feet of ground-floor recreational open space. Alta prepared the cultural resources section of the Draft EIR.

Markleeville Water System Improvements, Alpine County
State Water Resources Control Board (West Yost)

Architectural Historian
Alta prepared the historic evaluation of the Markleeville Water Company to support the preparation of an IS/MND for the upgrade of the Markleeville water treatment and distribution



Alta Cunningham

system. The project involves replacement of 17,700 linear feet of water conveyance pipelines as well as relocation, replacement, and construction of new water supply equipment and structures in the community of Markleeville. Key issues included construction-related noise and air quality emissions as well as water quality.

New Sacramento Courthouse EIR Addendum, Sacramento County

Judicial Council of California

Architectural Historian

For the Judicial Council of California’s New Sacramento Courthouse in downtown Sacramento, Ascent prepared an EIR Addendum to evaluate a change in the project that involved closure of a building found to be eligible for the National Register of Historic Places. Alta coordinated the subconsultant’s scope and budget, reviewed and provided technical assistance on the updated historic evaluation and the historic building maintenance plan. She also prepared the cultural resource section of the Addendum.

Leavesley/Dexter Mountain Ranch at Palassou Ridge Open Space Preserve, Santa Clara County

Santa Clara Valley Open Space Authority

Architectural Historian

Ascent was added to the Authority’s on-call list of consultants for CEQA and NEPA environmental services for projects across its many open space preserves. Alta completed a Historical Resource Evaluation Report for Leavesley/Dexter Mountain Ranch. The property has been recommended eligible for the National Register as an individual resource. However, Alta conducted additional evaluation of the structures and features of Leavesley/Dexter Mountain Ranch to help inform the design of the proposed bridge replacement and public parking lot and trailhead. The evaluation was conducted at a district level and included a clearly delineated boundary for the site. Contributing and noncontributing structures and features were identified, including the Dexter Creek Bridge.

59th Street Remediation and Demolition Project IS/MND, Sacramento County

Sacramento Municipal Utility District

Architectural Historian/Environmental Planner

SMUD proposes to undertake soil remediation at its former corporation yard and administrative offices at 1708 59th Street in downtown Sacramento. The project includes installation of a full-scale soil vapor extraction (SVE) system to remediate VOC-impacted soil gas, and excavation and disposal of soil contaminated with arsenic. To access the contamination, multiple buildings would require demolition. The project includes building demolition, installation and operation of the SVE system, and excavation and disposal of contaminated soil. All remediation activities must be approved by the California Department of Toxic Substances Control to ensure protection of human health and the environment. SMUD proposes to remediate the site to appropriate risk and exposure levels as determined by DTSC. Ascent prepared an IS/MND to evaluate impacts associated with the remediation and demolition. Alta conducted the historical resources survey and evaluation for the 10 resources on-site and prepared the cultural and tribal cultural resources section of the IS/MND.

SDOT Madison Bus Rapid Transit Design, Seattle, WA

Architectural Historian

While at another firm, Alta assisted with the preparation of a cultural resources assessment to address potential impacts to historic properties, in support of a proposed 2.3-mile Bus Rapid Transit project through downtown Seattle. The corridor is one block northwest of the Pioneer Square Skid Road Historic District. The assessment included background research of the project area and an intensive inventory of 83 historic properties. Alta evaluated 12 properties in the revised project area for consideration of listing in the NRHP and helped prepare the Historic Property Inventory forms.

Community Transit Swift Bus Rapid Transit Orange Line, Snohomish, WA

Architectural Historian

The Federal Transit Administration (FTA), in cooperation with Community Transit, proposed the Swift Bus Rapid Transit Orange Line project. The project is located along an approximately 11-mile corridor in southwest Snohomish County and the cities of Lynnwood and Mill Creek. While at another firm, Alta assisted with the preparation of a cultural resources assessment to address potential impacts to historic properties within the project area. She evaluated 12 properties in the project area for consideration of listing in the NRHP and helped prepare the Historic Property Inventory forms.



Tristan Evert

ENVIRONMENTAL PLANNER

YEARS OF EXPERIENCE

9

EDUCATION

BS, Environmental Management and Protection, California Polytechnic University, San Luis Obispo

PROFESSIONAL AFFILIATIONS

Association of Environmental Professionals, San Diego Chapter

Tristan Evert is an environmental planner with 9 years of professional experience in land use and environmental planning, with expertise in CEQA compliance. He has managed, authored, and provided support for various environmental documents pursuant to CEQA and NEPA, including environmental impact reports, mitigated negative declarations, initial studies, exemptions and categorical exclusions, and environmental assessments. Tristan has developed excellent working relationships with several clients in Southern California.

SELECTED PROJECT EXPERIENCE

San Diego County Department of General Services As-Needed Environmental Contract

County of San Diego, Department of General Services

Assistant Project Manager/Environmental Planner

Tristan provided CEQA advice to County staff for the County’s Emergency Homeless Shelter Program. As part of this task order, Ascent prepared a memorandum of findings that included a review of potential sites for emergency shelter development (as identified by the County) to determine the appropriate pathways for CEQA compliance for each site. Tristan also serves as assistant project manager for the Jacumba Fire Station #43 IS/MND and the East County Crisis Stabilization Unit Project, which are currently in process.

Addendum to the Green Valley Specific Plan Final EIR for the Phase 2 Project Area, Riverside County

City of Perris

Project Manager

Tristan served as project manager for the preparation of an addendum to the Final EIR for the Green Valley Specific Plan (GVSP), which evaluates an amendment to the GVSP that was approved in 1990. The addendum analyzed proposed changes to the adopted GVSP, which included an increase in the total number of units, changes to the land use layout, and updated analysis to address applicable federal, state, and local policies. Tristan’s responsibilities included managing the preparation of the EIR Addendum and coordinating with internal technical staff. The EIR Addendum was adopted by the Perris City Council on April 25, 2023.

Temecula Valley Hospital Master Plan Update SEIR, Riverside County

City of Temecula

Environmental Planner

Tristan is serving as an environmental planner for the preparation of a Subsequent EIR for an update to the Temecula Valley Hospital Master Plan. The City approved development of Temecula Regional Hospital and certified the Temecula Regional Hospital EIR in 2006 and a Supplemental EIR in 2008. The proposed project would consist of revisions to the currently approved project, which would require a Major Modification and Planned Development Overlay (PDO) Amendment. Tristan is responsible for preparation of the cultural resources section and the geology and soils section of the SEIR.



Tristan Evert

Alpine Community Plan Update EIR, San Diego County
County of San Diego, Planning and Development Services

Deputy Project Manager
Tristan served as deputy project manager for the preparation of a Supplemental EIR for the Alpine Community Plan Update. Responsibilities included coordinating preparation of the EIR, attending meetings with County staff, and coordinating with internal technical staff and subconsultants.

Will Rogers Learning Community Campus Expansion and Improvement Project IS/MND, Los Angeles County
Santa Monica-Malibu Unified School District

Project Manager
Tristan served as project manager for the preparation of an IS/MND for the project, which involves improvements to the Will Rogers Learning Community campus based on the 2020 Campus Master Plan. These modernization efforts include creating new indoor and outdoor spaces that promote collaboration, project-based learning, and the Science, Technology, Engineering, and Math (STEM) curriculum, while improving safety and access for the campus and surrounding community. Tristan’s responsibilities included managing preparation of the IS/MND, budget, and schedule, as well as coordinating with District staff and internal technical staff.

SDUSD As-Needed Environmental Services, San Diego County
San Diego Unified School District

Project Manager/Senior Environmental Planner
Tristan served as a project manager and senior environmental planner for several tasks conducted as part of an on-call environmental services contract, including EIRs, MNDs, NOEs, and general support to District staff. As part of this contract, he also assisted District staff with Title 5 compliance and processing through the California Department of Education, as well as navigating the Federal Aviation Administration notification process in accordance with Federal Aviation Regulations.

Port Master Plan Update EIR, San Diego County
San Diego Unified Port District

Project Manager/Senior Environmental Planner
Tristan served as project manager and senior environmental planner for the preparation of the Port Master Plan Update EIR, which proposes a comprehensive update to the current Port Master Plan to provide goals and planning policies, as well as land and water uses, for the physical development and conservation of District Tidelands. Responsibilities included managing preparation of the EIR, budget, and schedule, as well as coordinating with District staff, internal technical staff, and subconsultants.

Tenth Avenue Marine Terminal Redevelopment Plan and Demolition and Initial Rail Component EIR/EA, San Diego County
San Diego Unified Port District

Environmental Planner
Tristan served as an environmental planner and assisted in the preparation of the EIR (CEQA) and prepared the EA/FONSI (NEPA) for the long-term redevelopment of the 96-acre Tenth Avenue Marine Terminal, an omni-terminal with dry bulk, break bulk liquid bulk, and refrigerated container cargo. The plan sets guidelines and a vision to expand the terminal to ensure operations improve in an economically desirable and controlled manner. The EA/FONSI was prepared for the US Department of Transportation Maritime Administration.

California Polytechnic State University, San Luis Obispo Water Reclamation Facility EIR, San Luis Obispo County
Trustees of the California State University

Environmental Planner
Tristan is serving as an environmental planner for the California Polytechnic University, San Luis Obispo (Cal Poly) Water Reclamation Facility (WRF) EIR. Cal Poly recently completed its 2035 Master Plan to guide the development and use of campus lands for the next quarter century. The 2035 Master Plan is projecting that enrollment will increase to 25,000 and the amount of on-campus living will double by 2035. The proposed growth on campus not only increases the demand for water supply but will also increase wastewater flows. Cal Poly is proposing to construct an on-campus WRF that will treat wastewater generated on campus to a tertiary disinfected level that meets Title 22 standards. The reclaimed water would then be used for irrigation of agricultural land and recreational fields to offset the additional water demands created by the growth of the University. Construction of the WRF would include a lift station, construction of a recycled water reservoir to provide storage, and a distribution system to serve agricultural operations. Tristan is responsible for preparation of the hydrology and water quality section of the EIR.



Nicole Greenfield

ENVIRONMENTAL PLANNER

YEARS OF EXPERIENCE 7

EDUCATION
BA, Integrative Biology, University of California, Berkeley

TRAINING
Association of Environmental Professionals (AEP), CEQA Intermediate Workshop (2021)

UC San Diego Extension, CEQA Air Quality and Greenhouse Gas Analyses (2020)

APA California State Conference (2019, 2022)

Nicole Greenfield has 7 years of experience in the environmental consulting field. She has prepared environmental documentation for various project types throughout California, including wildfire resilience and recovery, recreation, transportation, and public and private development. Nicole uses her strong writing and critical thinking ability to support clients through the CEQA/NEPA process from project initiation to completion. Her responsibilities include preparing environmental documents and technical studies; managing projects and providing project management assistance; conducting thorough QA/QC reviews; providing support at public meetings; and collaborating with interdisciplinary teams of designers, engineers, and technical specialists.

Nicole has also provided support with conducting rare plant and bat surveys, completing regulatory permit applications, and monitoring construction sites for permit compliance. She previously worked in ecosystem management and ecological restoration. Her experience includes habitat and vegetation surveys for biological research, as well as water quality and vegetation monitoring for various restoration projects.

SELECTED PROJECT EXPERIENCE

Temecula Valley Hospital Master Plan Update SEIR, Riverside County
City of Temecula

Environmental Planner

Temecula Valley Hospital is proposing updates to the previously approved Temecula Valley Hospital Master Plan, which would require a Major Modification and a Planned Development Overlay (PDO) Amendment. The project would consist of the development of a Behavioral Health Building, an expansion to the emergency department, two additional hospital towers, two medical office buildings, and a utility plant. The project would also include development of new surface parking lots and a four-story parking structure and relocation of the existing helipad from its interim location to the roof of a proposed hospital tower. Major issues include traffic (VMT), helicopter noise, and greenhouse gases. Nicole assisted with preparation of the project description for the Supplemental EIR.

Apple Valley Love’s Travel Stop EIR, San Bernardino County
Love’s Travel Stops & Country Stores

Assistant Project Manager/Environmental Planner

Love’s Travel Stops is proposing to construct and operate a full-service travel center and recreational vehicle park on approximately 33.52 acres of vacant land at the northeast corner of Interstate 15 and Stoddard Wells Road in Apple Valley. The project includes fueling and charging stations; above- and below-ground fuel storage tanks; convenience stores; a fast-food restaurant with drive-through; a truck maintenance/tire building; recreational amenities; parking for automobiles, trucks, and recreational vehicles; and other associated on- and off-site improvements. Nicole served as assistant project manager and prepared the Notice of Preparation/Initial Study and sections of the EIR. The project was approved by the Apple Valley Planning Commission in July 2023.



Nicole Greenfield

Rendezvous Phase II Apartments Project IS/ND, Riverside County

City of Temecula

Project Manager/Environmental Planner

The proposed Rendezvous Phase II Apartments Project includes development of 134 attached apartment units in six three-story buildings on approximately 9.5 acres in Temecula. The project includes 56 one-bedroom units, 42 two-bedroom units, and 36 three-bedroom units. In addition, the project would include a central pool, landscaped open space and recreational areas, exercise room, bicycle parking, and 280 vehicle parking spaces. Nicole served as the project manager and prepared the IS/ND. The project was approved by the Temecula City Council on September 13, 2022.

Vehicle Miles Traveled Exchange Program, San Diego County

City of Escondido

Assistant Project Manager/Environmental Planner

The City of Escondido is proposing to adopt a Vehicle Miles Traveled (VMT) Exchange Program (program) – a voluntary program in which discretionary development applicants can participate to reduce the amount of VMT generated by their individual development projects. The program would provide applicants with the option to reduce potentially significant VMT impacts identified through the California Environmental Quality Act (CEQA) review process if they agree to construct specified VMT-reducing projects that have been identified by the City. The program would provide applicants with the option to implement early action exchange program projects, which include pedestrian network, bicycle network, and transit supportive improvements that are located within existing developed rights-of-way in the city. Nicole prepared the Initial Study/Negative Declaration. The program was adopted in December 2022.

The Anchor at Lake Elsinore – Rehabilitation CEST, Riverside County

City of Lake Elsinore

Environmental Planner

The City of Lake Elsinore is proposing to complete the following refurbishment and minor improvements to an existing crisis stabilization housing complex, known as The Anchor: (1) improving electrical wiring to address safety issues in the 14 units; (2) removing bathtubs and converting to walk-in showers in the 14 units; (3) replacing surface counters with modular kitchen counters in the 14 units; (4) refurbishing the laundry room into a commercial laundry space with new electrical and venting; (5) installing outdoor pet kennels to reduce pet-related property damage in rooms causing high remediation expenses; and (6) installing a new entry gate lock system. Because funding was requested from the US Department of Housing and Urban Development, the project was subject to environmental review under NEPA. Nicole completed an environmental review for the project, which constitutes activities that are categorically excluded and are subject to the federal laws and authorities referenced at 24 CFR 58.6. Based on the findings in the environmental review, the project converted to exempt and funding was awarded to the City on November 23, 2021.

John Adams Middle School Campus Improvement Project IS/MND, Los Angeles County

Santa Monica-Malibu Unified School District

Project Manager/Environmental Planner

The Santa Monica-Malibu Unified School District is proposing redevelopment of John Adams Middle School in accordance with the 2020 Campus Master Plan. The Campus Master Plan was developed to identify campus modernization efforts needed to align with the District’s educational specifications; it comprises priority construction projects and future long-range projects to be performed as funding becomes available. Overall, the proposed project would result in demolition of five existing buildings, construction of three new buildings, renovation/reuse of four existing buildings, and other on-site improvements. Nicole served as project manager and prepared sections of the IS/MND. The project was approved by the District Board of Education in January 2023.

Temecula Valley Hospital Master Plan Update SEIR, Riverside County

City of Temecula

Environmental Planner

Temecula Valley Hospital is proposing updates to the previously approved Temecula Valley Hospital Master Plan, which would require a Major Modification and a Planned Development Overlay (PDO) Amendment. The project would consist of the development of a Behavioral Health Building, an expansion to the emergency department, two additional hospital towers, two medical office buildings, and a utility plant. The project would also include development of new surface parking lots and a four-story parking structure and relocation of the existing helipad from its interim location to the roof of a proposed hospital tower. Major issues include traffic (VMT), helicopter noise, and greenhouse gases. Nicole assisted with preparation of the project description for the Supplemental EIR.



Scott Gressard

DIRECTOR OF BIOLOGICAL SERVICES

YEARS OF EXPERIENCE 11

EDUCATION
MS, Biology, University of California, San Diego

BS, Ecology, Behavior & Evolution, University of California, San Diego

CERTIFICATIONS
CDFW Plant Voucher Collecting Permit, No. 2081(a)-15-086-V

PROFESSIONAL AFFILIATIONS
Ecological Society of America

The Wildlife Society

Scott Gressard has more than 11 years of experience, specializing in wetland delineations, regulatory compliance, permit acquisition, natural resource management, and project management, as well as identification of California native and invasive plant and wildlife species, including nesting bird surveys. His expertise also includes biological technical reporting, resource data collection and mapping, and project impact analyses. Scott has extensive experience in CEQA; state and federal Endangered Species Act permit processing; wetlands permitting, consisting of nationwide, individual, and regional general permits from USACE, including associated federal consultations; Section 401 and Waste Discharge Requirement authorization processing through SWRCB; Lake and Streambed Alteration Agreement processing through CDFW; coastal development permits from the California Coastal Commission; and management of associated permit conditions and compliance.

SELECTED PROJECT EXPERIENCE

Avian and Vegetation Pilot Monitoring Studies and Initial Management Action Plan, Orange County
Rancho Mission Viejo Land Trust

Senior Biologist
Scott collected and surveyed point intercept data for descriptive statistical measurements of vegetative cover of native grassland, non-native grassland, and California sagebrush (*Artemisia californica*) dominated plant categories suitable for native avian species. He also supported the client in performing a vegetation pilot study monitoring riparian/wetland areas, oak woodlands, and coastal sage scrub per the requirements of the Initial Management Action Plan (IMAP). The pilot studies tested on-the-ground monitoring methods to ensure they could feasibly and efficiently be implemented as part of the long-term monitoring program and to define the cost to implement this aspect of the IMAP.

Newhall Specific Plan, Los Angeles and Ventura Counties
Newhall Land and Farming Inc.
Senior Biologist

Scott conducted various biological surveys, including rare plants (e.g., endangered San Fernando Valley spineflower [*Chorizanthe parryi* var. *fernandina*]) and burrowing owl (*Athene cunicularia*) surveys throughout the specific plan area annually from 2013 through 2016. Data from these surveys were used in several project-level biological technical reports, conservation assessments, and biological resource sections of EIRs.

Mid-Coast Corridor Transit Project, San Diego County
San Diego Association of Governments
Senior Biologist

Scott was part of a team providing environmental support services to SANDAG for the Mid-Coast Corridor Transit project. The project will extend the San Diego Trolley 11 miles from the Old Town Transit Center to the University City community, serving major activity and employment centers such as the University of California, San Diego campus and the University Towne Centre shopping center. He completed biological and land use analysis related to wetlands, endangered species, and wildlife corridors.



Scott Gressard

San Diego As-Needed Environmental Services for Stormwater Department, San Diego County

City of San Diego, Stormwater Department

Contract Manager

Scott provided environmental services to the City's Stormwater Department. He was responsible for resource agency coordination and permitting, CEQA and technical document preparation (including CEQA exemption supporting documents), site assessment surveys including wetland delineations, routine and emergency facility maintenance support, regulatory compliance supervision, general process support for environmental planning staff, task budget and schedule oversight, and management of the overall contract. Project examples include routine and emergency channel maintenance, facility concrete repair, CEQA-exempt minor maintenance activities, and mitigation siting and development.

San Diego As-Needed Environmental Services for Public Works Department, San Diego County

City of San Diego, Public Works Department

Deputy Project Manager

Scott was responsible for overseeing projects such as pipeline realignments in urban canyons in the city, scheduling oversight for biological monitoring and reporting for utility work, project design (including impact avoidance and mitigation), preparing CEQA technical documents, and regulatory permitting support.

San Diego As-Needed Environmental Services for Public Utilities Department, San Diego County

City of San Diego, Public Utilities Department

Project Manager

Scott served as project manager for three emergency maintenance and repair projects for the City's Public Utilities Department. These projects included repair of broken water mains in urban canyons and in a sensitive coastal slough (Famosa Slough). He conducted preconstruction surveys, scheduled biological monitoring staff during work, and prepared the necessary biological reporting documents to support the permitting process for the projects.

Poway As-Needed Environmental Support for Public Works Department, San Diego County

City of Poway, Public Works Department

Project Manager

Scott provided biological and regulatory compliance and permitting support for the City's Public Works Department's facility maintenance programs. Projects included compliance surveys and reporting for annual earthen and concrete-lined channel maintenance, pond maintenance, and various other infrastructure repair projects. He provided permitting strategy support and drafted agency applications and communication responses on the City's behalf and attended meetings to coordinate and determine the most efficient strategy for project authorizations.

Fanita Ranch Residential Development, San Diego County

HomeFed

Lead Regulatory Specialist

Scott was responsible for preparation of the Fanita Ranch residential development project's USACE individual permit and associated federal consultation documentation (e.g., USFWS Section 7 consultation), RWQCB 401 Certification, and CDFW Streambed Alteration Agreement. The project was large and complex, requiring continued meetings and communication with San Diego-based staff from each of these agencies for the project's permitting and mitigation needs. Scott completed vegetation mapping; rare plant surveys, habitat assessments, and surveys for Hermes copper butterfly and brachiopods; and a wetlands delineation for the 2,000-acre project site in Santee.

Mission Bay Park Master Plan, San Diego County

City of San Diego

Lead Biologist

For the long-term Mission Bay Park Master Plan project in San Diego, Scott's responsibilities included management and oversight of the subconsultant survey schedule and results in the Mission Bay Park survey area, including terrestrial and marine resources (e.g., eelgrass [*Zostera* spp.]),. He was responsible for senior review and submittal of the technical documentation to support the project's CEQA authorization prepared based on the results of these surveys. Scott also assisted City staff in determining the most efficient regulatory permitting approach for this large-scale master plan.



Kelley Kelso, CPESC, QSD/QSP, QISP

HYDROLOGY, GEOLOGY, SOILS, AND HAZARDOUS MATERIALS

YEARS OF EXPERIENCE 24

EDUCATION

MS, Geology, University of California, Davis

BS, Geology, University of California, Los Angeles

CERTIFICATIONS

Certified Professional in Erosion and Sediment Control (No. 7288)

California Qualified Stormwater Pollution Prevention Plan Developer and Practitioner (No. 24878)

California Qualified Industrial Stormwater Practitioner (No. 00247)

Certified Wetland Delineator

SOFTWARE CAPABILITIES

California Natural Diversity Database (CNDDB), Biogeographic Information and Observation System (BIOS), Wildnote, ArcGIS Field Maps

LANGUAGES

Spanish

Kelley Kelso, CPESC, QSD/QSP, QISP, is an experienced environmental scientist who has worked in the natural resource, water quality, and stormwater field since 1999. Her professional experience includes working for nonprofit organizations, private companies, educational institutions, and local and state resource agencies. Kelley has successfully worked in the complex regulatory environment of the Lake Tahoe Basin in both Nevada and California on a variety of natural resource, erosion control, and stormwater compliance programs and projects. Her experience includes working closely with clients in developing and delivering stormwater and environmental compliance, construction site BMP programs, erosion control and stormwater retrofit programs, environmental permits, and CEQA and NEPA documents. Kelley has project management experience as well as performs technical field work such as wetland delineations and biological resource surveys. She is also adept at assisting clients with outreach and education efforts associated with their stormwater and erosion control programs.

SELECTED PROJECT EXPERIENCE

California High-Speed Rail EIR/EIS

California High-Speed Rail Authority

Project Manager, College of Knowledge Geology and Soils, Hazardous Materials, and Hydrology Expert Reviewer

Kelley is managing this project for Ascent including managing labor, invoicing, and writing progress reports. She was selected by the California High-Speed Rail Authority to serve in the College of Knowledge as an expert technical reviewer for the many EIRs and EISs being prepared in support of the High-Speed Rail Project. Kelley’s comments are used to ensure the geology and soils, hazards, and hydrology sections of the environmental documents are technically sound and legally defensible.

Country Club Estates, Tahoe Mountain, and Meyers Meadow Water Quality Improvement Projects, El Dorado County

County of El Dorado

Project Scientist

To implement stormwater runoff concerns on some County roads, El Dorado County required an aquatic resources delineation to determine where improvements could best be located. Kelley performed the aquatic resources delineation, created maps, and wrote the report consistent with the USACE 1987 Manual for these projects.

Meeks Bay Restoration and Public Access Project and EIS/EIS/EIR, El Dorado County

Tahoe Regional Planning Agency/US Forest Service/Lahontan Regional Water Quality Board

Environmental Scientist

The Meeks Bay Restoration Project will provide substantial water quality and habitat benefits. However, restoration of the creek will require the removal of the Meeks Marina and the loss of public boating access. The Ascent team started with a stakeholder assessment and led a robust stakeholder forum and public engagement process to develop a set of alternatives for public access facilities, restoration, and management of Meeks Bay. Key issues include emergency access and evacuation, weighing tradeoffs between motorized and non-motorized recreation access,



Kelley Kelso, CPESC, QSD/QSP, QISP

and managing increased demand for parking, access, and camping. Alternative features include removal of the marina and restoration of the Meeks Creek lagoon, replacement of the SR 89 bridge, new bicycle and pedestrian paths, improved vehicle circulation and parking, a possible boat ramp, small marina and pier, and reconfigured campgrounds. Ascent is preparing a joint EIS/EIS/EIR for the Tahoe Regional Planning Agency, US Forest Service, and Lahontan Regional Water Quality Control Board to evaluate the potential environmental impacts of the project. The EIS/EIS/EIR evaluates the alternatives at an equal level of detail and meets the environmental review requirements of CEQA, NEPA, and TRPA in a single document. Kelley wrote the geology and soils section and the hydrology and water quality section of the document.

CAL FIRE Vegetation Management Program Programmatic EIR, Statewide

California Department of Forestry and Fire Prevention

Environmental Scientist

Kelley reviewed the geology and soils and water quality sections of the draft CalVTP PEIR to assess the adequacy of the document. She prepared a memorandum documenting the results of her review which contributed to the decision of whether to recirculate the draft PEIR or prepare a final PEIR. Based partially on Kelley’s recommendations, CAL FIRE decided to recirculate the draft PEIR. Kelley prepared the geology and soils section and the water quality section of the revised document.

Cypress Channel Restoration Project

California Department of Corrections and Rehabilitation

Environmental Scientist

Kelley provided permitting support for the repair of the Cypress Channel for CDCR. The Cypress Channel is a concrete-lined ditch that primarily conveys stormwater flows. Areas of the channel were eroding, and in one location, an access road to the high-security California Men’s Facility was being threatened. Kelley prepared applications and notifications for the Santa Ana Regional Water Quality Control Board and CDFW and obtained approvals for CDCR to perform the repair.

Lake Tahoe Shoreline Plan EIS, Tahoe Basin

Tahoe Regional Planning Agency

Environmental Scientist

Ascent prepared the EIS for TRPA’s Lake Tahoe Shoreline Plan. Access to Lake Tahoe is facilitated by shoreline structures (e.g., piers, buoys, marinas, boat ramps, slips), which must be regulated to safeguard water quality, air quality, fisheries, scenic values, public safety, and other features of the lake and its surroundings. Ascent prepared a draft EIS that fully analyzes four Shoreline Plan alternatives at an equal level of detail. Kelley prepared the soil conservation section and a portion of the aquatic invasive species section of the EIS.

Cargill Mixed Sea Salt Brine Discharge Project EIR, Alameda County

East Bay Dischargers Authority

Environmental Scientist

Cargill, Inc., operates salt ponds in Newark and is proposing to accelerate its harvest of commercial salts in anticipation of sea level rise. The process would generate a brine of residual mixed sea salts (MSS) that requires disposal. Cargill proposes to discharge the brine to the East Bay Dischargers Authority’s combined effluent system for discharge to San Francisco Bay. The proposed project has an on-site component of pipelines and pumping facilities within the Solar Salt Facility and an off-site component that would involve construction of approximately 15.6 miles of new underground pipeline primarily within roadway rights-of-way to connect the Solar Salt Facility into EBDA’s system just downstream of the Oro Loma Sanitary District/Castro Valley Sanitary District Water Pollution Control Plant in San Lorenzo. Kelley wrote the complicated hydrology and water quality section of the EIR.

Edgewood Lodge and Golf Course Improvement Project, Stateline, Nevada

Edgewood Companies

Project Scientist

Edgewood Companies proposed to redevelop their property to include a large hotel, improve their stormwater treatment system, and implement improvements to Edgewood Creek, Golf Course Creek, property wetlands, and the Stateline Stormwater Association treatment system. The projects resulted in an overall water quality benefit and habitat restoration. Kelley wrote and obtained all of the federal, state (California and Nevada), and local permits that were required for the project and ensured that all permit conditions were followed. She also wrote and implemented the stormwater pollution prevention plan. She implemented the SWPPP on a near daily basis for over 2 years, which included contractor education, inspections to ensure compliance with the SWPPP, and water quality sampling. Additionally, Kelley wrote the revegetation specification for the pond and creek restoration areas. The project won the TRPA Best in Basin award for Environmental Improvement.



Matthew McFalls

AIR QUALITY AND GHG

YEARS OF EXPERIENCE

16

EDUCATION

MS, Geography, San Diego State University
BA, Public Administration, San Diego State University

Matthew McFalls is an experienced air quality and climate change specialist, with extensive experience managing and leading air quality and greenhouse gas analyses for various types of projects. He has led hundreds of CEQA analyses on a wide range of projects in a number of jurisdictions across California, including multiple projects for the San Diego Unified Port District and for school districts in the San Diego region. He led the air quality analysis for the San Diego Association of Governments' 2021 Regional Plan, led a variety of health risk assessments, and has managed climate action plans. Matt also has experience serving as a project manager and lead technical analyst, communicating technical and nontechnical aspects to clients and the public, and mentoring and managing staff.

SELECTED PROJECT EXPERIENCE

San Diego County As-Needed Air Quality and Climate Change Services

County of San Diego, Planning and Development Services

Air Quality Analyst

Matt is supporting the County of San Diego's Department of Planning and Development Services in reviewing applicant-submitted air quality and climate change technical studies and environmental document sections (e.g., EIRs, 15168 Checklists), for technical accuracy and compliance with County and CEQA guidelines. His expertise includes extensive experience in the preparation of such studies and use of emissions models such as CalEEMod, EMFAC, and OFFROAD, as well as models used to conduct health risk assessments (HRAs), including AERMOD and HARP. His work includes detailed reviews of the modeling input parameters and modeling results. His work involves close coordination with project managers in the PDS Project Planning Division and local agencies such as the San Diego County Air Pollution Control District.

Bay Area Air Quality Management District CEQA Guide Update and CEQA Support

Bay Area Air Quality Management District

Air Quality Analyst

Ascent has provided CEQA expertise to assist Bay Area Air Quality Management District (BAAQMD) staff in updating the District's current CEQA Air Quality Guidelines. These guidelines serve as a tool by which local jurisdictions will evaluate impact analysis methodologies, significance thresholds, and mitigation strategies. Ascent staff have been providing technical support in the revision of these guidelines based on current scientific knowledge, local and regional air quality standards, and federal and state law since the last release of the guidelines. Tasks included formulation of new thresholds of significance for emissions of criteria air pollutants and GHGs associated with the construction and operation of proposed land use development. BAAQMD released their newest CEQA Guide in 2022. Matt supported BAAQMD by providing technical review and assistance on various chapters and technical appendices, as well as leading the preparation of the California Emissions Estimator Model (CalEEMod) modeling guidance technical appendix.



Matthew McFalls

West Valley Logistics Center Specific Plan EIR, San Bernardino County

City of Fontana

Lead Author

This work included peer reviewing the technical analysis performed by the applicant’s consultant for legal and technical adequacy and translating the analysis to the EIR. The project is a specific plan comprising over 3.5 million square feet of industrial warehousing and logistics uses in Fontana. Matt and his team reviewed the air quality, GHG, and health risk technical reports provided by the applicant, provided recommendations to strengthen the technical accuracy of the work, and used revised data to prepare an EIR. The work effort included guiding the City through the environmental process, which included multiple rounds of peer review over a multiyear period, discussions with the City’s legal counsel on the defensibility of the technical analyses, and preparation of responses to comments in the Final EIR.

San Diego County Climate Action Plan SEIR

County of San Diego

Air Quality Analyst

Matt authored the air quality sections of the SEIR for the San Diego County’s Climate Action Plan. The County adopted mitigation measures identified in the 2011 GPU PEIR that called for the preparation of a Climate Action Plan designed to reach specified GHG reduction targets from community and local government operations, modifications to the County’s guidance on the evaluation of GHG impacts and determining a project’s consistency with the CAP, and adoption of a GHG threshold to reduce GHG emissions. The County previously prepared a Climate Action Plan and SEIR in 2018, which the County Board of Supervisors rescinded in 2020 because of litigation. The County is now preparing a Climate Action Plan update, which strives to meet a 2030 target to mitigate for the County’s General Plan and a net zero emissions goal for 2035–2045. Ascent is preparing a SEIR that responds to the California Superior Court decision on the 2018 Climate Action Plan.

SANBAG Greenhouse Gas Reduction Plan Update, San Bernardino County

San Bernardino Associated Governments

Project Manager

Matt served as project manager for the preparation of community GHG inventories and reduction plan updates for member cities in San Bernardino County. The work effort included development of inventories and forecasts for member cities, reduction analysis and cost effectiveness, and CEQA screening criteria.

Downtown San Bernardino Passenger Rail Project, San Bernardino County

San Bernardino Associated Governments/HDR Engineering

Lead Author

Matt served as lead author on the air quality and GHG technical analysis. The project would extend Metrolink passenger rail service from west of the San Bernardino depot to the new E Street station in San Bernardino and would include construction of rail platforms and upgrades to the existing right-of-way. The analysis included quantification of emissions associated with construction and operation of the extension. The operational analysis included quantification of direct sources of emissions, including train fuel use, park-and-ride trips, and indirect sources of emissions, including changes to regional passenger car travel due to the availability of additional train service. The analysis also included a health risk assessment and included the combined health risk effects of construction emissions as well as new train movement and train idling in the project area. The analysis also included PM hotspot documentation to support compliance with CAA transportation conformity and associated meetings with the SCAG Transportation Conformity Working Group.

City Place Santa Clara Project EIR, Santa Clara County

City of Santa Clara

Lead Author

Matt was the lead author and technical analyst on the air quality and GHG chapters of the EIR. The project is a multi-phased mixed-use development in Santa Clara. The air quality analysis includes a health risk assessment of the construction and operational elements of the project. The construction project would expose existing off-site and new on-site uses to pollutants over a multiyear period. The analysis included quantification of various mitigation measures, including the use of modern trucks and equipment, to reduce impacts, particularly in the surrounding community.



COMPARABLE CONTRACTS

B

Appendix B -
Comparable Contracts

APPENDIX B / COMPARABLE CONTRACTS

Below is a list of comparable on-call contracts we’ve entered into and examples of associated work within the last 5 years. This work highlights our on-call experience with similar work in regions similar Laguna Hills.

City of Rancho Cucamonga – On-Call CEQA Consulting Services (18010188)		2019–2024
Scope of Work, Description: Prepare EIR, CEQA compliance, and related technical studies for various projects in Rancho Cucamonga • Southeast Quadrant Industrial Development • CEQA compliance memorandum for a 25-lot residential subdivision, Tentative Tract No. 20566 • Initial Study and Technical Report Peer Review Services for the Arbor Car Wash Project Project Manager: Andrew Martin		
Developer: NA	Construction Cost: NA	Size: NA

CSU Northridge – On-Call Environmental services (20220104, 20230128)		2022–ongoing
Scope of Work, Description: As-needed, on-call CEQA/NEPA documentation services for California State University, Northridge, including historic structure assessments, EIRs, MNDs, Findings of Consistency, and Notices of Exemption • Historical resource evaluation memo for the Orange Grove Bistro • CEQA evaluation to determine whether the proposed Matador Success and Inclusion Center is within the scope of the Campus Master Plan Long Range Development Plan EIR • Addendum to the 2004 Master Plan EIR for construction and operation of 250 multifamily residential units in the northern portion of the CSUN campus • Preconstruction nesting bird survey as required by mitigation measure BIO-1 from the CSU Northridge Global Hispanic Serving Institution Equity Innovation Hub IS/MND		
Project Manager: Tanya Jones		
Developer: NA	Construction Cost: NA	Size: NA

City of Santa Ana – Environmental and Planning Services (20230113)		2023–ongoing
Scope of Work, Description: Peer review of CEQA documents for specific plan involving mixed-use redevelopment • The Village Santa Ana Specific Plan CEQA Peer Review Project Manager: Tanya Jones		
Developer: NA	Construction Cost: NA	Size: NA

Port of Long Beach – On-Call CEQA/NEPA (20200189, 20220021)		2023–ongoing
Scope of Work, Description: On-call MSA for CEQA/NEPA for various Port-related projects • Review Harbor Development Permit to determine if sufficient information is available to initiate CEQA/NEPA documentation and identify information needs • Pier Wind Terminal Development • Supplemental EIR for modifications to the Pier B Railyard • Cultural resources services, including Native American outreach, consultation, sensitivity analysis, and as-needed services to support compliance with Coastal Development Permit waiver • Historic resources evaluation of four structures on former Navy Mole at Pier T • Pier B On-Dock Rail Support Facility NEPA Advisory Services • Air quality analysis to support supplemental NEPA documentation for modifications to Deep Draft Navigation Project dredging disposal sites • Preparation of Supplemental EIS for modifications to the Pier B On-Dock Rail Support Facility Project at the Port of Long Beach; MARAD will serve as the NEPA lead agency Project Manager: Chad Beckstrom		
Developer: NA	Construction Cost: NA	Size: NA

CAL FIRE – CalVTP Program Management and Implementation (20210157)		2021–ongoing
Scope of Work, Description: Preparation of a revised draft program EIR with technical analysis for air quality, greenhouse gas, and hazardous materials impacts, as well as overall CEQA compliance strategies. Design and prepare curriculum and conduct CalVTP training program for agencies throughout California that require a Project-Specific Analysis and/or CEQA Addendum. Project Manager: Heather Blair		
Developer: NA	Construction Cost: NA	Size: NA



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H / COMPENSATION/PAYMENT SCHEDULE



(REVISED: AUGUST 22, 2024)

The following rate schedule represents Ascent's fully burdened 2024 rates.

Labor Classification	Billing Rate
Principal, Director	\$225 to \$380
Senior Environmental Manager, Senior Planner/Scientist/Biologist	\$175 to \$260
Environmental Manager, Project Planner/Scientist/Biologist	\$145 to \$215
Staff Planner, Environmental Planner, Staff Scientist/Staff Biologist	\$105 to \$185
Graphics/GIS	\$115 to \$160
Document Production/Word Processor/Administrative Assistant	\$95 to \$150
Project Assistant	\$75 to \$135
Direct Costs	Rates
Reproduction: 8½" by 11"	\$0.07/page (black and white); \$0.26/page (color)
Reproduction: 11" by 17"	\$0.14/page B&W; \$0.52/page color
Reproduction: Plotter	\$5/square foot
Reproduction: CDs	\$10/disc
Automobile Mileage (IRS rate in effect)	\$0.67
Noise Meter	\$100/half day, \$150/day, \$200/day plus overnight, \$500/week
GPS Unit	\$100/half day, \$150/day, \$200/day plus overnight, \$500/week
Bat Detector (Echo Meter Touch for iOS)	\$50/full day, \$200/week
Bat Detector (Song Meter SM4Bat FS)	\$125/full day, \$500/week
Spotting Scope	\$50/day, \$200/week
Lodging and/or Per Diem	Government rates or as negotiated
Other Direct Costs	As incurred
Subcontractors	As incurred*

*A project-support management cost of 10 percent will be applied to subcontractor costs.

OPTIONAL CPI ADJUSTMENT

The fees, rates, and/or unit prices shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from August 28, 2024 through August 27, 2026). Thereafter, Ascent may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement. Approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

PROFESSIONAL SERVICES AGREEMENT
De Novo Planning Group
On-Call Environmental Review Consulting Services

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter “Agreement”) is made and entered into, to be effective the 9th day of October 2024, 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 DE NOVO PLANNING GROUP, INC., 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 land use and environmental planning firm to provide environmental review consulting services for the purpose of ensuring that the City complies with all aspects of the California Environmental Quality Act (“CEQA”), as well to provide the City with other as-needed land use, environmental planning, and CEQA review, compliance, and planning and support services that may be required on an as-needed, on-call basis (the “Project”).

B. In response to City’s Request for Proposals (RFP), dated May 30, 2024, Consultant has submitted to City a proposal, dated July 11, 2024, to provide the City with professional land use planning and environmental review consulting services for the Project pursuant to the terms and conditions of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and technical expertise to provide the professional land use planning and environmental review consulting services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, training, certification, or technical expertise necessary to perform the work and services contracted for herein.

D. City desires to retain Consultant to provide such professional land use planning and environmental review consulting services 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 the professional

land use planning and environmental review consulting services for the Project as set forth in the Proposal/Scope of Work, dated July 11, 2024, 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 Services and Work 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 Proposal/Scope of Work dated July 11, 2024 submitted to the City (“Consultant’s Proposal”), which shall both be referred to collectively hereinafter as the “Contract Documents.” The Consultant’s Proposal/Scope of Work is attached hereto as Exhibit “A” and is hereby incorporated by reference and 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 (Exhibit “A”).

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 elected and appointed 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 elected and appointed 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. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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 the Consultant's Proposal/Scope of Services (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 professional 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 Five Hundred Thousand Dollars (\$500,000.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings deemed reasonably necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. 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 Optional CPI Adjustment. The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from October 9, 2024 through October 8, 2026). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any

fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

2.4 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.

2.5 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 term of this 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, or on each task order, if applicable, 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, pandemics, 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 upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on October 9, 2024 and ending on October 8, 2029, unless extended by mutual written agreement of the Parties.

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

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 to make all decisions in connection therewith: **Amanda Tropiano, Principal.** 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. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

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 as required by law 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.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars (\$2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. Intentionally omitted.

2. If the policy of insurance is written on a "claims-made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

3. In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Work or Services under the terms of this Agreement.

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 and hold the City, its elected and appointed officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. 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. 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.

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. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the

project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

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. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 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.

8.6 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.

8.7 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.

8.8 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 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 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

To Consultant: De Novo Planning Group
Attention: Amanda Tropiano, Principal
180 E. Main Street, Suite 108
Tustin, California 92780
Telephone: (714) 453-7711
Email: atropiano@denovoplanning.com

10.3 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.

10.4 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.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 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.

10.7 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.

10.8. 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.

10.9 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.

10.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[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

JARAD L. HILDENBRAND,
City Manager

ATTEST:

(SEAL)
JENNIFER LEE, City Clerk

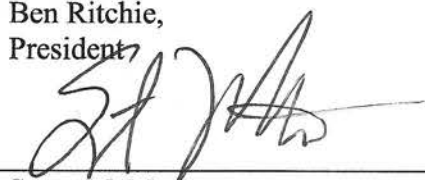
APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"
DE NOVO PLANNING GROUP, a
California corporation

By: 

Ben Ritchie,
President

By: 

Steve McMurtry,
Chief Financial Officer

EXHIBIT “A”

**CONSULTANT’S PROPOSAL/ SCOPE OF WORK
FOR
ON-CALL ENVIRONMENTAL REVIEW CONSULTING SERVICES**

DATED: JULY 11, 2024

SCOPE OF SERVICES FOR PROJECT
INCLUDING,
SCHEDULE OF PERFORMANCE
AND
SCHEDULE OF COMPENSATION/ FEES

Proposal for On-Call CEQA Consulting Services City of Laguna Hills | July 11, 2024



SUBMITTED TO:

City of Laguna Hills
Jay Wu, Senior Planner
24035 El Toro Road
Laguna Hills, California 926533

SUBMITTED BY:

De Novo Planning Group
Amanda Tropiano, Principal
180 E Main Street, Suite 108
Tustin, CA 92780
atropiano@denovoplanning.com
714.453.7711

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A

Y

A. COVER LETTER

City of Laguna Hills
Jay Wu, Senior Planner
24035 El Toro Road
Laguna Hills, California 92653

SUBJECT: Proposal for On-Call CEQA Consulting Services

Dear Mr. Wu:

On behalf of De Novo Planning Group, thank you for the opportunity to submit this Proposal to provide On-call CEQA Consulting Services pursuant to the Request for Proposals (RFP), including but not limited to, preliminary review of projects for CEQA purposes; preparation of technical studies, Initial Studies, Negative Declarations, Mitigated Negative Declarations, Environmental Impact Reports (including Amendments or Addendums), including for specific potential projects; provide peer review of applicant-prepared CEQA documents; review CEQA/NEPA documents from neighboring jurisdictions/agencies; and participate in required consultation, facilitate scoping meetings, and file notices in compliance with the California Environmental Quality Act (CEQA).

De Novo Planning Group (De Novo), a California S Corporation, is a land use and environmental planning firm specializing in community planning, environmental studies, design, and development services. The firm’s principal-level staff have successfully completed hundreds of projects consisting of comprehensive general plans, specific plans, housing elements, environmental impact reports, negative declarations, initial studies, NEPA analyses, climate action plans, hazard mitigation plans, biological assessments, wet-land delineations, and development projects throughout California.

Our team will provide the City of Laguna Hills with an energetic and dedicated group of principal-level professionals with exceptional skills and qualifications. Located in our Tustin office, our team is led by De Novo Principal Amanda Tropiano and Principal Planner, Starla Barker, AICP, who will serve as the primary point of contact for the City. Starla has extensive experience in managing planning and environmental compliance documents, including on-call environmental consulting services contracts for local agencies. Starla has recent experience providing CEQA services for the City of Laguna Hills through preparation of the CEQA Addendum for the Amended 2021-2029 Housing Element Update, Rezoning Program, and Objective Design Standards Project.

When providing on-call services for municipal clients, our goal is to serve as an extension of staff in a capacity that will provide the tools, research, and professional knowledge to help evaluate a project’s potential environmental impacts in a clear and concise way. We take great strides to ensure the environmental review process is smooth from a City perspective and that your elected and appointed officials have the information they need to make informed decisions. Our services result in environmental documentation and analyses that is technically sound, cost effective, and delivered within the client’s schedule. We are confident that our experience, record of success, and principal-level attention to projects will prove to be extremely valuable to the City.

The De Novo team brings to the City of Laguna Hills the following unique benefits:

Success Providing On-Call Services. De Novo’s Principals have served as contract planning/environmental staff and provided on-call services for several agencies throughout California, including but not limited to: Aliso Viejo, Baldwin Park, Burbank, Culver City, Fountain Valley, Fullerton, Gardena, Glendora, Irvine,

Laguna Beach, Lake Forest, Moreno Valley, Norwalk, Pasadena, Rancho Santa Margarita, San Clemente, San Fernando, Santa Ana, Rosemead, Signal Hill, South Gate, and West Hollywood.

We understand the role of staff in the planning and CEQA compliance processes, and we pride ourselves on providing prompt and responsive services to our clients. Our past success has resulted in professional relationships that last years, and we continue to serve as resources for our clients well after individual projects have been completed.

Exceptional CEQA Experience. Our team is well experienced with managing and preparing environmental compliance documents for a range of development projects including hotel, office, mixed use, industrial, residential, alternative energy, hospitals, schools, and parks, as well as policy programs including General Plans, Zoning Ordinances, and Specific Plans. Our projects are managed by a Principal-level management team who will be in attendance at all public and stakeholder meetings and will be intimately involved in every aspect of the project. This approach provides an exceptional level of quality control.

Utilization of Technical Staff and Subconsultants. De Novo technical team members provide expertise in the areas of air quality, greenhouse gas emissions, biological resources, health risk assessments, aesthetics, land use/planning, population/housing, and public services and utilities. De Novo regularly teams with the region’s top subconsultants for transportation (Fehr & Peers and MAT Engineering), noise (MD Acoustics), and cultural studies (Chronicle Heritage), all of whom are leaders in their fields and have experience working on a wide range of projects throughout southern California.

Diversified Professional Expertise. One of the key things that sets our firm apart from our competitors is the unparalleled experience and diverse skill sets of our Principals. Our team members are experts in a wide range of planning disciplines, including environmental compliance, long-range planning (preparation of comprehensive general plans, specific plans, zoning codes, housing elements, and various ordinances), and development processing. Our team excels at providing meaningful and engaging public and community outreach, consensus building, and workshop facilitation.

Benefits of a Boutique Planning Firm. All of De Novo’s principal-level staff have served as senior project managers with larger consulting firms, and through this experience we have gained intimate knowledge of some of the operational inefficiencies of large firms. We achieve cost savings through use of a streamlined team composed of De Novo Principals and principal- and senior-level staff of our subconsultants. Because we remain relatively small, we are able to offer our clients significantly lower rates, while still providing Principal-level attention to each project.

We truly appreciate being considered for this project and for the opportunity to continuing to work with the City of Laguna Hills. Amanda Tropiano, Principal, is authorized to make representations on behalf of De Novo Planning, a California S-Corporation. Ms. Tropiano can be reached at (714) 453-7711 or atropiano@denovoplanning.com | 180 East Main Street, Suite 108, Tustin, CA 92780. Starla Barker can be reached at (949) 396-8193 or sbarker@denovoplanning.com.

Sincerely,


DE NOVO PLANNING GROUP
Amanda Tropiano, Principal

City of Laguna Hills
RFP FOR ON-CALL CEQA CONSULTING SERVICES

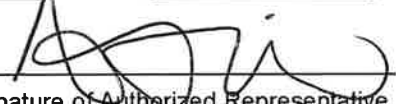
ATTACHMENT 1

NON-COLLUSION AFFIDAVIT

The undersigned represents and certifies that:

1. This Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Laguna Hills or of anyone interested in the proposed contract.
5. Proposer affirms that all statements contained in the Proposal and related documents are true and correct.
6. Proposer has not directly or indirectly submitted the proposal 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 person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. Proposer has not entered into any arrangement or agreement with any City of Laguna Hills public officer in connection with this proposal.
8. Proposer understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct. Executed this 5th day of July, 2024, at Tustin, California.



Signature of Authorized Representative
Amanda Tropiano

Name of Authorized Representative

Principal

Title of Authorized Representative

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B

B. COMPANY DATA

De Novo Planning Group is a land use and environmental planning firm specializing in community planning, environmental studies, design, and development services. For the past 15 years, De Novo Planning Group has successfully operated in the Sacramento, Greater Bay Area, Central Valley, Tahoe Basin, and northern California regions, and in 2017, opened an office in Orange County under Principal Amanda Tropiano to serve southern California clients. In 2020, Starla Barker, AICP, joined the firm, further expanding our southern California CEQA practice. Starla brings over 20 years of experience preparing and managing CEQA and NEPA compliance documents throughout southern California. The firm’s principal-level staff have successfully completed over 350 projects consisting of environmental impact reports, negative declarations, initial studies, NEPA analyses, climate action plans, biological assessments, wetland delineations, general plans, specific plans, housing elements, and development projects throughout California. De Novo Planning Group incorporated in July 2008 and has full-service offices in northern and southern California. Implementation of this contract for the provision of on-call services will be conducted from our southern California office located in Tustin.

Our Mission

Our mission is to provide municipal and private sector clients with world-class professional services, through principal-level attention to every project. We pride ourselves on our ability to work with clients to balance the often-conflicting goals of economic, social, environmental, legal, and political forces. Our services result in an integrated planning and environmental solution for every project that is technically sound, cost effective, and delivered within the client's schedule.

Our Philosophy

Our philosophy is to proactively plan and design projects in such a way that public and environmental concerns are addressed and accommodated early in the process. We strongly believe in the use of our knowledge for developing sensible and cost-effective solutions to concerns. Our solutions integrate local knowledge with the best available resources to achieve recognized national and international standards for planning and environmental management, to achieve a balance in local economic, social, and environmental goals. De Novo Planning Group is dedicated to fostering a partnership with each agency we serve, through listening to the community and stakeholders and reflecting the ideas and concerns we hear in the approach developed for each project.

Official Name

De Novo Planning Group

Primary Point of Contact

Starla Barker, AICP
Principal Planner
949-396-8193
sbarker@denovoplanning.com
180 E. Main Street, Suite 108
Tustin, CA 92780

Entity Type

California S-Corporation

Federal Employer ID

26-2962235

Firm Locations

Southern California:
180 E. Main Street, Suite 108
Tustin, CA 92780

Northern California:
1020 Suncast Lane, Suite 106
El Dorado Hills, CA 95762
916-949-3231

Ownership

De Novo Planning Group is totally owned by Principals Ben Ritchie, Steve McMurtry, Beth Thompson, and Amanda Tropiano.

Years in Business/Providing Service

15

Other Lines of Business

None

COMPARABLE CONTRACTS

The De Novo team has a wide range of experience providing on-call environmental services for public agency clients throughout California, including but not limited to: Aliso Viejo, Burbank, Culver City, Fountain Valley, Fullerton, Gardena, Glendora, Irvine, Laguna Beach, Lake Forest, Moreno Valley, Norwalk, Pasadena, Rancho Santa Margarita, San Clemente, San Fernando, Santa Ana, Rosemead, Signal Hill, South Gate, West Hollywood, as well as Brentwood, Citrus Heights, Davis, Lincoln, Manteca Rancho Cordova, and Tracy. We understand the role of staff in the planning and CEQA compliance processes, and we pride ourselves on providing prompt and responsive services to our clients. Our past success has resulted in professional relationships that last years, and we continue to serve as resources for our clients well after individual projects have been completed. We strongly encourage you to contact our clients; we are confident they will speak highly of our capabilities and responsiveness, as well as the character and integrity of our firm and Principals.

Below are public agency clients and representative projects in which the De Novo team has provided similar environmental consulting services on an on-call and competitive basis within the past five years.

City of Burbank Environmental Services

While at her previous firm and continuing at De Novo, Starla Barker, serving as Project Manager, has provided environmental services to the City of Burbank for a variety of projects requiring CEQA clearance documentation.

De Novo prepared a CEQA Class 32 Categorical Exemption (CE) for the Madison Square Garden (MSG) Media Studios Project. The Project proposes to construct a prototype facility for MSG Entertainment’s creative teams to develop and edit content prior to its ultimate use in Las Vegas productions. The Project proposes to construct a spherical geodesic dome approximately 186 feet in diameter (with an approximately 28,664 gross square foot floor plate) on the approximately 1.95-acre site. The exterior dome would be installed on a base concrete slab and have a maximum height above grade of 95-feet 2-inches and an FAR of .37. The exterior dome would provide weather protection for the smaller second dome on the interior (“interior dome”), which will display MSG’s content for post-production editing and sound mixing. The exterior dome would also house restrooms, a break room and pantry, meeting room, production space, a modular server room, loading dock and small lobby. The prototype would not be used for any “live studio audiences” experiences. The De Novo team prepared an air quality analysis, including a health risk assessment, noise assessment, and a transportation assessment to support the CE. De Novo staff included Starla Barker and Josh Smith. Project Initiation: March 2021. Project Approval: June 2021. Project Applicant: MSG Entertainment. Project Contact: Greg Mirza-Avakyan, Associate Planner | 818-238-5250 | GMirzaAvakyan@burbankca.gov

De Novo prepared a CEQA Class 32 Categorical Exemption (CE) for a mixed-use infill residential and retail/office development within the City of Burbank (624-628 San Fernando Boulevard Mixed-Use Project). The project proposes a four-story mixed-use building consisting of 42 residential dwelling units above 3,500 square feet of retail space and 8,200 square feet of office space. Of the 42 units, five would be deed restricted affordable units. The CE Report assesses the project’s consistency with each criterion, including a General Plan consistency analysis and assessment to confirm no significant effects relating to traffic, noise, air quality and water quality. De Novo staff included Starla Barker and Josh Smith. Project Initiation: March 2020. Project Approval: August 2020. Project Applicant: Burbank Capital, LLC. Project Contact: Lisa Frank, Associate Planner | 818-238-5263 | LFrank@burbankca.gov

De Novo is preparing an EIR for the 2500 N. Hollywood Way Dual Brand Hotel Project. De Novo staff includes Starla Barker, Steve McMurtry, Ashley Brodtkin, and Josh Smith. The Project proposes a dual-brand hotel on a property with an existing Marriott and Convention Center, located across from the Hollywood Burbank Airport. The team has conducted peer review of applicant-prepared technical studies, prepared additional technical studies, and provided the City with an Administrative Draft EIR. Subsequent to completion of the Administration Draft EIR, the Applicant has modified the Project and preparation of the revised CEQA document will be initiated in late 2023. Project Initiation: May 2020. Project Completion: Anticipated 2024. Project Applicant: AWH Partners. Project Contact: Daniel Villa, Senior Planner | 818-238-5250 | DVilla@burbankca.gov

De Novo recently initiated preparation of technical studies and an Initial Study/Mitigated Negative Declaration (IS/MND) for the 129 E. Providencia Hotel Project. The Project proposes removal of existing structures and development of an 84-room Home2Suites Hotel. The Project was initiated in October 2023. De Novo Staff includes Starla Barker, Christine Abraham, Erik Anderson, and Josh Smith. Teaming Partners include MD Acoustics and Chronicle Heritage. Project Initiation: November 2023. Project Completion: Anticipated late 2024. Project Applicant: Sukian, LLC. Project Contact: Karen Chavez, Assistant Planner | 818-268-5248 | kchavez@burbankca.gov

City of Gardena Environmental Services

Since early 2020, De Novo Planning Group has prepared several environmental compliance documents on behalf of the City.

De Novo prepared a CEQA Class 32 Categorical Exemption (CE) for a proposed Lab Five Soccer Center. The project proposes to construct a 5-a-side soccer center facility on an approximately 1.5-acre site. The proposed Lab Five Soccer Center would consist of seven 50-feet by 98-feet soccer fields with low rebound walls, netting, and 20-foot high light poles illuminated by LED down lights. The existing office building (2,786 square feet) would be retained and the storage building (200 square feet) would be removed to allow for an outdoor seating area. Minor interior improvements would be made to the existing office building and approximately 878 square feet of the existing 2,786-square-foot office would be converted to an incidental café use for patrons of the Lab Five Soccer Center. The CE Report assesses the project's consistency with each criterion, including a General Plan consistency analysis and assessment to confirm no significant effects relating to traffic, noise, air quality and water quality. De Novo staff included Starla Barker and Josh Smith. Teaming partners included MD Acoustics. Project Initiation: August 2021. Project Approval: November 2021. Project Applicant: Lab Five. Project Contact: Lisa Kranitz, Assistant City Attorney | 310-450-9585 | lkranitzlaw@gmail.com

De Novo prepared an IS/MND for the U-Haul Redevelopment Project. The Project proposes to remove the existing on-site structures and develop a new, modern U-Haul Moving and Storage Store with a 177,573 square foot, 5-story storage facility and a separate 8,000 square foot building for retail sales and office use. In addition to providing U-Haul truck and trailer sharing and retail sales, the location will house regional U-Haul marketing operations. The applicant is seeking a Zone Change from C-3 to Heavy Commercial (C-4), a Zone Text Amendment to allow for greater ground floor street frontage when a proposed self-storage facility has at least 600 feet of lot frontage on a major collector or arterial street, a Conditional Use Permit (CUP) to allow for the self-storage facility within the C-4 Zone, and Site Plan Review. The De Novo team prepared the environmental analysis, including the following technical studies: air quality, cultural resources, energy, greenhouse gas emissions, noise, sewer supply, and transportation,

as well as peer review of several applicant-prepared technical studies. De Novo staff included Starla Barker, Ashley Brodtkin, Josh Smith, and Erik Anderson. Teaming partners included MD Acoustics. Project Initiation: May 2021. Project Completion: June 2022. Project Applicant: U-Haul of Los Angeles South. Project Contact: Amanda Acuna, Senior Planner | 310-217-9524 | aacuna@cityofgardena.org.

De Novo prepared an IS/MND for the Hotel Standards General Plan & Zoning Code Amendment Project. The City of Gardena proposed to amend the General Plan and Zoning Code to provide for new and revised development standards specific to amenity hotels, provide clean-up language to the General Plan Land Use Plan to incorporate previous amendments to the Zoning Code, and to provide other minor clean-up language to the Zoning Code. De Novo staff included Starla Barker, Steve McMurtry, and Josh Smith. Project Initiation: September 2020. Project Approval: April 2021. Project Applicant: City of Gardena. Project Contact: Lisa Kranitz, Assistant City Attorney | 310-450-9585 | lkranitzlaw@gmail.com

De Novo prepared an IS/MND for the proposed 1108 W. 141st Street General Plan Amendment and Zone Change Project. The Project proposes a General Plan Amendment and Zone Change to redesignate the property as General Commercial with a Mixed-Use Overlay in the Land Use Plan and rezone the property as General Commercial (C-3) with a Mixed-Use Overlay (MUO) designation. The timing of the change in designation and zoning is due to the recent enactment of Government Code section 66300 which essentially requires that a city may only change a land use designation or zoning ordinance to a less intensive (residential) use, if it concurrently makes changes to other parcels within the city to ensure there is no net loss in residential capacity. Although a specific development is not being proposed at this time, based on the existing agreements and development standards that would be applicable to the site associated with the proposed General Plan Amendment and Zone Change, the CEQA analysis considers the potential for future development of a four-story hotel (65 feet high) with up to 126 rooms within a single structure of approximately 68,000 square feet and a separate 5,000 square foot restaurant on 2.0 acres of the 4.59-acre Project site. The remaining acreage would remain as required parking for the adjacent casino. De Novo staff included Starla Barker, Steve McMurtry, and Josh Smith. Teaming partners included MD Acoustics. Project Initiation: June 2020. Project Approval: December 2020. Project Applicant: Gardena LF, LLC. Project Contact: Lisa Kranitz, Assistant City Attorney | 310-450-9585 | lkranitzlaw@gmail.com

De Novo prepared an IS/MND for the 141st and Normandie Project which proposes to remove an existing landscape nursery and two single family homes and develop 50 townhomes. The project includes a General Plan Amendment, Zone Change, Tentative Tract Map, Site Plan Review and Variance to allow development of the residential uses. Key environmental issues include transportation, hydrology/drainage, hazards and hazardous materials, and noise. De Novo staff included Starla Barker, Steve McMurtry, and Josh Smith. Teaming partners included MD Acoustics. Project Initiation: March 2020. Project Approval: November 2020. Project Applicant: Olson Company. Project Contact: Lisa Kranitz, Assistant City Attorney | 310-450-9585 | lkranitzlaw@gmail.com

The Evergreen Residential Project proposes to remove an existing retail garden center/commercial container nursery and motel and develop 84 townhomes, including two affordable units. The project includes a General Plan Amendment, Zone Change, Tentative Tract Map, and Site Plan Review to allow development of the residential uses. Key environmental issues include noise, transportation and hydrology/drainage. De Novo staff included Starla Barker, Steve McMurtry, and Josh Smith. Teaming partners included MD Acoustics. Project Initiation: March 2020. Project Approval: November 2020. Project

Applicant: Melia Homes. Project Contact: Lisa Kranitz, Assistant City Attorney | 310-450-9585 | lkranitzlaw@gmail.com

De Novo is currently preparing the EIR for the City of Gardena Land Use Plan, Zoning Code & Zoning Amendment Project. The project proposes to amend the Land Use Plan of the Community Development Element of the General Plan with the addition of new land use designations. Other technical updates will be added to reflect changes that have occurred since 2006. The General Plan Land Use Policy Map will be amended to apply new land use designations. New zones will be created to provide consistency with the Land Use Plan update and additional changes will be made to the Zoning Code, including objective Residential Design Standards. The Gardena Zoning Map will be amended to apply the new zones to specific parcels within the City and to eliminate split-zoned properties and rezone other properties to match the existing uses, densities, or intensities that already occur on those properties. As part of the project, the existing Artesia Corridor Specific Plan (ACSP) will be rescinded. The amendments will allow for new residential development or increased residential development when compared to existing conditions. As site-specific development proposals are not currently known, a programmatic analysis of the potential environmental impacts associated with new residential development consistent with implementation of the proposed project was prepared in the EIR. Public review of the Draft EIR is anticipated to occur in Fall 2023. The work program was initiated in 2022 and was recommended by the Planning Commission for approval on June 18, 2024. City Council consideration is scheduled for July 23, 2024. De Novo staff includes Starla Barker, Josh Smith, and Erik Anderson. Teaming partners include Kittelson and MD Acoustics. Project Applicant: City of Gardena. Project Contact: Amanda Acuna, Senior Planner | 310-217-9524 | aacuna@cityofgardena.org

Lake Forest On-Call Environmental Services, City of Lake Forest

De Novo is currently providing on-call environmental services to the City of Lake Forest. In this capacity, De Novo has been retained to prepare environmental documents for various private projects in Lake Forest.

De Novo prepared a CEQA Class 32 Categorical Exemption (CE) for a proposed Extra Space Storage facility. The Project proposes to remove 91 uncovered RV storage spaces within the 1.96-acre northwest portion of the property and construct a three-story, 90,512 square-foot climate-controlled self-storage building with 533 units. New landscaping would be provided at the corners of the proposed building and enhanced landscaping would be provided within the existing landscaped areas along the property's frontage, adjacent to the existing office building, and within the existing parking area. Existing light fixtures within the proposed improvement area would be removed to accommodate the proposed building and wall mounted light fixtures would be provided on the building exterior. Some of the existing fire hydrants would be relocated to accommodate the proposed building and a transformer would be installed between the proposed building and the existing two-story storage building. The CE Report assesses the project's consistency with each criterion, including a General Plan consistency analysis and assessment to confirm no significant effects relating to traffic, noise, air quality and water quality. De Novo staff included Starla Barker and Erik Anderson. Project Initiation: March 2023. Project Approval: August 2023. Project Applicant: KSP Studio. Project Contact: Jennifer Mansur, AICP, Senior Planner | 949-461-3472 | jmansur@lakeforestca.gov.

De Novo prepared an IS/MND for the Applied Medical Expansion and Bridge Project (Site Development Permit 12-20-5391). The Project applicant is applying for a Site Development Permit for the properties

located at 20162 and 20202 Windrow Drive. The Project includes a 73,168 square foot tenant improvement on the first floor, 7,339 square foot building addition on the first floor, and a new 26,756 square foot second floor to the L203 Building (20202 Windrow Drive), as well as a new 13,253 square foot bridge to connect the L203 Building with the L202 Building (20162 Windrow Drive). The new bridge is proposed to serve as a location to house a mechanical central plant, as well as Cogen and central plant equipment. A walkway on the new bridge will allow team members to travel between the two buildings. To serve the new Cogen equipment, new electrical equipment will be installed at the parking lot level located between the L203 Building and the toll road. Site work will include new walkways, an extended ADA path of travel, new paving, new curbs and parking striping. De Novo also provided peer review of the applicant-prepared technical studies. De Novo staff included Starla Barker, Ashley Brodtkin, Josh Smith, and Erik Anderson. Primary environmental concerns include air quality, noise, and transportation. Project Initiation: March 2021. Project Approval: December 2021. Project Applicant: Applied Medical. Project Contact: Ron Santos, Senior Planner | 949-461-3449 | rsantos@lakeforestca.gov

De Novo prepared an IS/MND for the Lock & Leave Self-Storage Facility (Use Permit 01-20-5331). The Project applicant proposes to convert an existing 64,329 square foot warehouse building into a 108,148 square foot climate controlled, Class “A” two-story self-storage facility consisting of 635 units, including a sales and rental office, break rooms, restrooms, and loading bays. The exterior of the building would remain largely unchanged. The existing loading dock would be filled and repaved to match adjacent grades, two existing landscape planters would be expanded, a portion of the parking area on the west side of the building would be filled and repaved to match the grade of the building’s first floor, and a new entry stair and pedestrian access ramp would be construction. The Project is consistent with the General Plan and Zoning designations, but would require a use permit. De Novo staff included Starla Barker and Josh Smith. Primary environmental concerns include noise and hydrology/water quality. Project Initiation: September 2020. Project Approval: April 2021. Project Applicant: Makena Properties. Project Contact: Ron Santos, Senior Planner | 949-461-3449 | rsantos@lakeforestca.gov.

De Novo is currently preparing an IS/MND for the Great Scott Landscape Facility (Plan Amendment 03-18-5155, Zone Change 03-18-5144, and Use Permit 03-18-5146). The Project applicant proposes a General Plan Amendment from Regional Park/Open Space to Light Industrial, a Zone Change from A-1 General Agriculture to M-1 Light Industrial, and a Use Permit to allow for a Contractor/Landscape business (Great Scott Landscape Facility) to locate at 20865 Canada Road. Primary environmental concerns include biological resources, hydrology/water quality, and transportation. The IS/MND has been made available for public review. Subsequently, the Applicant has modified the Project requiring additional environmental review to include updated technical studies and revisions to the IS/MND. In June 2024, the revised IS/MND was recirculated for public review. The work program was originally initiated in 2021 and is anticipated to be completed in fall 2024. Project Applicant: Great Scott Tree Service. Project Contact: Marie Luna, Senior Planner | 949-461-3466 | mluna@lakeforestca.gov.

Laguna Beach On-Call Environmental Services, City of Laguna Beach

De Novo is currently providing on-call environmental services to the City of Laguna Beach. In this capacity, De Novo has been retained to prepare environmental documents for various public and private projects in Laguna Beach.

De Novo prepared an IS/ND for the 749 Marlin Drive Extension Project (RD EXT-2021-10443/CDP-2022-2071). The Project applicant applied for a Road Extension and a Coastal Development Permit to extend

the northerly end of Marlin Drive approximately one foot by 37 feet in order to provide access from Marlin Drive for the potential future development of a single-family residence. De Novo staff included Starla Barker, Ashley Brodtkin and Erik Anderson. Project Initiation: October 2022. Project completion: March 2023. Project Applicant: Merrick and Mary Lynn Leckey. Project Contact: Amber Dobson, Planning Manager | 949-497-0362 | adobson@lagunabeachcity.net

De Novo prepared a CEQA Class 5 and Class 32 Categorical Exemption Report for Riddle Field Park. Riddle Field Park is a City of Laguna Beach park with an illuminated baseball field, half basketball court, playground, picnic tables and restrooms. Riddle Field Park currently hosts little league baseball practices and games for Laguna Beach Little League (LBLL), permitted by a Field Use Permit. LBLL has requested to amend the Field Use Permit for the 2024 baseball season for the use of Riddle Field Park baseball field to accommodate increased demand for little league play during the baseball season. More specifically, LBLL requests to expand the number of days per week and the hours per day that lighting would be used at the ballfield. De Novo staff included Starla Barker and Christine Abraham. Project Initiation: February 2024. Project completion: May 2024. Project Applicant: City of Laguna Beach. Project Contact: Alexis Braun, Recreation Manager | 949-497-0762 | abraun@lagunabeachcity.net

De Novo is preparing an IS/MND for the 385 Nyes Place Project. The Project applicant is applying for a Design Review and a Coastal Development Permit to construct a new three-story, single-family residence, accessory dwelling unit, and two street-level garages. The team has conducted peer review of applicant-prepared technical studies, prepared additional technical studies, and provided the City with an Administrative Draft IS/MND. De Novo staff includes Starla Barker, Ashley Brodtkin, and Erik Anderson. Primary environmental concerns include biological resources, cultural resources, geology and soils, tribal cultural resources and wildfire. Project Initiation: March 2023. Project completion: Anticipated Fall 2024. Project Applicant: Thomas Norris. Project Contact: Martina Caron, AICP, Principal Planner | 949-464-6629 | mcaron@lagunabeachcity.net

De Novo is preparing an IS/MND for the 2354 San Clemente Street (DR-2021-8817, CDP-2021-8819, VAR-2021-8820) Project. The Project applicant is applying for a Design Review, a Variance, and a Coastal Development Permit to remove the existing single-family residence, detached guest house and associated site improvements, and construct a new two-story, 3,583 square-foot single-family residence, with attached 528 square-foot two-car garage, elevated deck, hardscaping and landscaping. The team has conducted peer review of applicant-prepared technical studies, prepared additional technical studies, and is working on the Administrative Draft IS/MND. De Novo staff included Starla Barker, Ashley Brodtkin, and Erik Anderson. Primary environmental concerns include biological resources, cultural resources, geology and soils, tribal cultural resources and wildfire. Project Initiation: February 2023. Project completion: Anticipated Fall 2024. Project Applicant: Kevin Aaronson. Project Contact: Amber Dobson, Planning Manager | 949-497-0362 | adobson@lagunabeachcity.net

De Novo is preparing an IS/MND for the 820 Gainsborough Drive Project. The Project applicant is applying for a Design Review and a Coastal Development Permit to construct a new three-story, single-family residence and an attached two-car garage. The team is conducting a peer review of applicant-prepared technical studies, preparing additional technical studies, and is working on the Administrative Draft IS/MND. De Novo staff included Starla Barker, Ashley Brodtkin, and Erik Anderson. Primary environmental concerns include biological resources, cultural resources, geology and soils, tribal cultural resources and wildfire. Project Initiation: July 2023. Project completion: Anticipated Fall 2024. Project Applicant: Laguna

3 Land, LLC. Project Contact: Amber Dobson, Planning Manager | 949-497-0362 | adobson@lagunabeachcity.net

The Commons at Aliso Viejo IS/MND, City of Aliso Viejo

The De Novo team is preparing an IS/MND for The Commons at Aliso Viejo Project in the City of Aliso Viejo. The Project proposes to remove the existing surface parking, landscaping, and improvements and construct a mixed-use development consisting of 343 residential units and 17,273 square feet of ground floor commercial use within a six-story building. The mixed-use building would wrap around a centrally located eight-level parking structure with a subterranean parking garage and rooftop residential amenity space. The Project includes a Specific Plan Amendment, Vesting Tentative Map, Site Development Permit, and Development Agreement to allow construction of the proposed mixed-use residential and retail development on an approximately 4.4-acre site. The Project site is designated High Density Residential/Town Center Commercial and Open Space and is zoned SP-2: The Commons Specific Plan. The Project site is located within The Commons at Aliso Viejo Town Center, Specific Plan No. 2, which envisions a mixed-use development project within the Aliso Viejo Commons portion of the Aliso Viejo Town Center. According to the Specific Plan Zoning Districts Map, the Project site is located within the SP2-RH Zoning District (Residential – High Density District) and SP2-CTC Zoning District (Commercial – Town Center District). De Novo staff include Starla Barker, Josh Smith, Erik Anderson, and Abdul Jama. The Project is ongoing. Project Initiation: January 2024. The Project is anticipated to be completed in Fall 2024. Project Applicant: Avalon Bay Communities, Inc. Project Contact: Rose Rivera, Senior Planner | rrivera@avcity.org

La Verne General Plan Update and EIR, City of La Verne

De Novo is preparing the comprehensive update to the City of La Verne General Plan. The General Plan Update constitutes the policy and regulatory framework by which future development projects will be reviewed and public improvements will be implemented. The La Verne General Plan Update includes a comprehensive set of goals, policies, and actions (implementation measures), and the General Plan Update EIR analyzes future growth and development associated with the City’s Land Use Map. The La Verne General Plan Update includes all of the State-mandated elements, and addresses optional topics: Economic Development, Community Facilities, Community Design, Fiscal Sustainability, and Community Health and Wellness. The comprehensive San Jacinto General Plan Update involved updating the City’s environmental baseline conditions and updating the General Plan development projections for the year 2045. De Novo staff included Amanda Tropiano, Starla Barker, Christine Abraham, Ashley Brodtkin, Josh Smith, and Erik Anderson. The Project is anticipated to be completed at the end of 2024. Project Contact: Candice Bowcock, Principal Planner | cbowcock@cityoflaverne.org

1941 White Ave Mixed-Use Project CEQA, City of La Verne

De Novo prepared technical analysis and a comprehensive Categorical Exemption (CE) report pursuant to CEQA Guidelines Section 15182, Projects Pursuant to a Specific Plan, which provide exemptions from CEQA for certain residential, commercial and mixed-use projects that are consistent with a specific plan and CEQA Guidelines Section 15332, In-fill Development Projects, which consists of projects characterized as in-fill development meeting specific conditions. The proposed 1941 White Avenue Mixed-Use Project site is located within the Old Town La Verne Specific Plan (OTLVSP) area. The OTLVSP was adopted and the OTLVSP FEIR was certified in March 2013. The Project proposes to remove all on-site improvements, including trees and landscaping, and construct a mixed-use development consisting of up to 367 residential units and approximately 1,588 square feet of ground floor retail within a five-story building partially surrounding a six-level parking structure. Of the 367 residential units, 44 would be deed restricted

affordable units for lower income households, including 18 units restricted to very low-income households. The units would be comprised of 57 studio units, 183 one-bedroom units, 119 two-bedroom units and 8 three-bedroom units ranging in size from approximately 591 square feet to approximately 1,336 square feet. The Project site is located adjacent to the planned Metro A Line and in proximity to the La Verne Station, currently undergoing construction. De Novo staff included Starla Barker, Josh Smith, Erik Anderson and Abdul Jama. Project Initiation: August 2023. Project Approval: June 2024. Project Applicant: Novipax. Project Contact: Candice Bowcock, Principal Planner | cbowcock@cityoflaverne.org

San Jacinto General Plan Update and EIR, City of San Jacinto

De Novo prepared the comprehensive update to the City of San Jacinto General Plan. The General Plan Update is an expression of the community's vision for the City and Planning Area and constitutes the policy and regulatory framework by which future development projects will be reviewed and public improvements will be implemented. The San Jacinto General Plan Update includes a comprehensive set of goals, policies, and actions (implementation measures), as well as a revised Land Use Map. The San Jacinto General Plan Update includes all of the State-mandated elements, and addresses two optional topics: Economic Development and Fiscal Sustainability and Community Facilities. The comprehensive San Jacinto General Plan Update involved updating the City's environmental baseline conditions and updating the General Plan development projections for the year 2040. De Novo also prepared a Focused Zoning Ordinance Update to implement the General Plan and create consistency between the land use map and the Zoning Ordinance.

A Programmatic EIR was prepared to analyze the impacts associated with implementation of the General Plan and the Focused Zoning Ordinance Update. The Program EIR serves as a tiering document for future development activities within the City. De Novo staff included Amanda Tropiano, Starla Barker, Ashley Brodtkin, Josh Smith, and Erik Anderson. Teaming partners include MD Acoustics. Key environmental issues included agricultural resources, air quality, biological resources, cultural resources, greenhouse gas emissions, noise, transportation, and tribal cultural resources. Project Initiation: November 2018. Project Approval: November 2022. Project Applicant: City of San Jacinto. Contact: Travis Randel, Deputy City Manager, | 951-654-7337 | trandel@sanjacintoca.gov.

Multifamily Residential Parking Ordinance Title 22 – Planning and Zoning Amendment Initial Study/Negative Declaration, Los Angeles County

As a subconsultant to Walker Parking Consultants, De Novo prepared the Initial Study/Negative Declaration (IS/ND) for the update to the County's existing Zoning Ordinance (Title 22, Planning and Zoning, of the Los Angeles County Code). The update proposed to revise parking standards for multifamily residential development in order to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents. In general, the Project proposes changes to the County's parking requirements and development standards to reduce the number of required parking spaces, provide flexibility in meeting parking requirements, reduce parking land area, and achieve consistency with County housing goals and State standards. De Novo staff included Starla Barker and Erik Anderson. Project Initiation: July 2022. Project Completion: March 2023. Project Applicant: County of Los Angeles. Project Contact: Alyson Stewart, Senior Planner | astewart@planning.lacounty.gov.

Bell Gardens General Plan Circulation and Transportation Element Update Initial Study/Negative Declaration, City of Bell Gardens

De Novo prepared the Initial Study/Negative Declaration (IS/ND) for the update to the City's General Plan Circulation and Transportation Element. The Circulation and Transportation Element provides a blueprint for establishing a convenient, safe, and sustainable transportation network in Bell Gardens, which serves users of all modes including walking, biking, rolling, riding transit, and driving. The purpose of the element is to improve the current infrastructure in Bell Gardens as a foundation for an integrated and comprehensive transportation network, which will reduce reliance on the private automobile and enhance other transportation options. The element sets forth goals, policies, and programs to support connectivity in the context of the land uses set forth in the existing Land Use Element. The proposed Circulation and Transportation Element Update would not modify the City of Bell Gardens General Plan Land Use Map, land use designations, nor intensities/densities identified within the General Plan Land Use Element. Additionally, the proposed Circulation and Transportation Element Update would not result in any new roadways or increase existing roadway capacities. De Novo staff included Starla Barker and Erik Anderson. Project Initiation: November 2021. Project Completion: February 2022. Project Applicant: City of Bell Gardens. Project Contact: Grissel Chavez, Assistant City Manager, City of Paramount (formerly Public Works Director at Bell Gardens) | 562-220-2022 | gchavez@paramountcity.com.

1901 Via Burton Industrial Project 15183 Exemption, City of Fullerton

De Novo prepared an Environmental Checklist pursuant to CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan or Zoning) of the 1901 Via Burton Industrial Project with respect to the Project's consistency with the Fullerton Plan, the analysis contained in the Fullerton Plan EIR, and any site-specific environmental impacts or cumulative impacts that may result from Project implementation. The Project proposes to remove the existing on-site structures and develop a new 139,269-square foot industrial building for warehousing/distribution uses, including a 4,500-square foot mezzanine designated for supporting office use. The building use would consist of 130,269 square feet for warehouse/distribution use and 9,000 square feet for office use. Although the specific end user is not currently known, the building size and design would provide for a light industrial end use; high intensity/distribution or uses requiring refrigeration would not occur within the site. The proposed building would have a building footprint of 134,769 square feet and a maximum height of 40 feet with a clear height of 32 feet within the warehouse; 18 dock-high doors would be located along the eastern side of the building. De Novo staff included Starla Barker, Ashley Brodtkin and Josh Smith. Teaming partners included MD Acoustics. Project Initiation: December 2021. Project Approval: June 2022. Project Applicant: Rexford. Project Contact: Edgardo Caldera, Senior Planner | 714-773-5773 | Edgardo.Caldera@cityoffullerton.com

1500 Raymond Drive Industrial Project IS/MND, City of Fullerton

De Novo prepared an IS/MND and associated technical studies, including a Health Risk Assessment, for the 1500 South Raymond Street Project which proposes removal of an existing hotel and development of an approximately 135,000 square foot industrial building for warehousing/distribution uses. De Novo staff includes Starla Barker, Ashley Brodtkin, Josh Smith, and Erik Anderson. Teaming partners includes MD Acoustics. Project Initiation: March 2023. Project Approval: November 2023. Project Applicant: Rexford. Project Contact: Edgardo Caldera, Senior Planner | 714-773-5773 | Edgardo.Caldera@cityoffullerton.com.

Ethanac Travel Center EIR, City of Perris

De Novo Planning Group has been contracted to prepare an EIR for the Ethanac Travel Center Project. The Project proposes the construction and operation of a travel center facility on an approximately 14.4-acre undeveloped site for regional and local highway traveling users. Implementation of the Project would involve the development of fueling facilities, travel amenities, a drive-thru restaurant, and parking facilities for passing motorists and commercial truck operators. Primary environmental concerns include air quality/health risk, greenhouse gas emissions, and transportation/traffic. Project Initiation: July 2023. The Draft EIR is currently available for public review. Project Applicant: Ethanac Travel Center, LLC. Project Contact: Patricia Brenes, Planning Manager | 951-943-5003 ext. 355 | pbrenes@cityofperris.org

Pilot Company Environmental Services

De Novo Planning Group has been contracted by Pilot Company to provide CEQA environmental services for proposed Pilot Travel Centers within California. These services have included preparation of technical studies, including Health Risk Assessments. Although contracted by the Applicant, De Novo coordinated closely with each Lead Agency to ensure successful preparation of the CEQA compliance document.

De Novo prepared an IS/MND for the Pilot Travel Center in the City of Palmdale. The Project proposes the construction and operation of a Pilot Travel Center on an 8-acre site for primarily highway travel serving uses. Implementation of the Project would involve the development of fueling facilities, travel amenities, and parking facilities for passing motorists and commercial truck operators. Primary environmental concerns include aesthetics, air quality/health risk, cultural resources, greenhouse gas emissions, noise, and transportation/traffic. Project Initiation: April 2020. Project Approval: April 2021. Project Contact: Megan Taggart, Planning Manager | 661-267-5213 | mtaggart@cityofpalmdale.org

De Novo prepared an Addendum to the Renaissance Specific Plan Final EIR for the Pilot Travel Center Project in the City of Rialto. The Project proposes construction and operation of the Rialto Travel Center on the approximately 13.22-acre site within the Renaissance Specific Plan area for regional and local highway traveling users. Implementation of the Project would involve the development of fueling facilities, travel amenities, a drive-thru restaurant, and parking facilities for passing motorists and commercial truck operators. Project Initiation: April 2021. Project Approval: October 2021. Contact: Daniel Casey, Senior Planner | 909-820-2535 | dcasey@rialtoca.gov

De Novo prepared an IS/MND for the Pilot Travel Center in the City of Moreno Valley. The Project proposes the construction and operation of a Pilot Travel Center on a 17.28-acre site for primarily highway travel serving uses. Implementation of the Project would involve the development of fueling facilities, travel amenities, and parking facilities for passing motorists and commercial truck operators. Primary environmental concerns include air quality/health risk, greenhouse gas emissions, public safety, and transportation/traffic. Project Initiation: March 2021. The IS/MND was completed in November 2021. Project Contact: Jeff Bradshaw, Associate Planner | 951-413-3224 | jeffreyb@moval.org

Rancho Santa Margarita General Plan and EIR, City of Rancho Santa Margarita

While at her previous firm, Starla Barker managed preparation of the City’s General Plan Update and EIR. The Rancho Santa Margarita General Plan Update involved updating the City’s environmental baseline conditions; updating the General Plan development projections for the year 2040; and providing new/updated goals and policies to address the community’s vision for future development and growth. The mission of the General Plan Update is to uphold and honor the original Rancho Santa Margarita Planned Community Master Plan; prepare Rancho Santa Margarita for the next 20 years; maintain a

balance of land uses; maintain and support quality of life, community satisfaction, and safety for all residents; and update the General Plan to meet new State requirements. A Programmatic EIR was prepared to analyze the impacts associated with implementation of the General Plan. The Program EIR serves as a tiering document for future development activities within the City. Key environmental issues included air quality, biological resources, cultural resources, and greenhouse gas emissions. Project Approval: March 2020.

De Novo prepared the update to the City’s Housing and Safety Elements. The work program included preparation of comprehensive Addendum to the Rancho Santa Margarita General Plan Update EIR. Project Initiation: July 2020. Project Approval: February 2022. Contact: Wendy Starks, AICP, Senior Planner, | 949-635-1807 | wstarks@cityofrsm

De Novo is currently preparing the CEQA document for the City’s 2021-2029 Housing Element Rezoning Program. The work program is anticipated to involve preparation of comprehensive Addendum to the Rancho Santa Margarita General Plan Update EIR. The work program was initiated in March 2024 and is anticipated to be completed in summer 2024. De Novo staff includes Starla Barker and Erik Anderson. Contact: Wendy Starks, AICP, Senior Planner, | 949-635-1807 | wstarks@cityofrsm

9001-19 Long Beach Blvd. Residences Project IS/EA, City of South Gate
De Novo is preparing a joint Initial Study/Environmental Assessment for the City of South Gate for the 9001-19 Long Beach Boulevard Residences Project. The Project is proposing the redevelopment of an existing commercial site with a 14-townhome affordable development. De Novo staff included Starla Barker, Ashley Brodtkin, and Josh Smith. Teaming partners include MAT and MD Acoustics. Project Initiation: November 2022. Project Approval: Anticipated late 2023. Project Applicant: Habitat for Humanity. Project Contact: Yalini Siva, Senior Planner | 323-563-9526 | ysiva@sogate.org.

Cherokee Court Residential Project IS/MND Peer Review, City of San Dimas
De Novo provided third-party peer review services to the City of San Dimas for the Cherokee Court Residential Project IS/MND prepared by the applicant team. The project applicant proposes a General Plan Amendment, Zone Change and Vesting Tentative Tract Map to subdivide 1.4 acres into seven residential lots and to construct seven single-family dwelling units ranging in size from 3,124 to 4,185 square feet, including infrastructure improvements. Although physical development activities would be limited to the 1.4 acres, the proposed General Plan Amendment and Zone Change would apply to additional parcels to provide consistency between the land use and zoning and existing on-site development. The De Novo team conducted the peer review to ensure the IS/MND and supporting technical studies considered recent CEQA legislation and agency requirements. De Novo staff included Starla Barker and Josh Smith. Project Applicant: Development 1 Group, Inc. Project Contact: Kenneth Fichtelman, Associate Planner | 909-394-6256 | kfichtelman@sandimasca.gov

Moiola Park Residences IS/MND Peer Review, City of Fountain Valley
De Novo provided third-party peer review services to the City of Fountain Valley for the Moiola Park Residences IS/MND and technical studies prepared by the applicant team. The Project proposed a 74-lot residential subdivision and a one-acre park on an approximately 13-acre property. The Project site is the former Fred Moiola Elementary School Site, which is currently unoccupied, but the school improvements remain in place. Proposed Project entitlements included a General Plan Amendment, Zoning Map Amendment, Conditional Use Permit, Precise Plan, and Tentative Tract Map. The De Novo team conducted the peer review to ensure the IS/MND and supporting technical studies considered recent CEQA

legislation and agency requirements, including consistency with SB 743 requirements. Project Manager, Starla Barker, attended the Planning Commission and City Council hearings on behalf of the City to respond to questions and provide CEQA expertise, as needed. Project Approval: April 2021. Project Applicant: Brookfield Residential. Project Contact: Steven Ayers, Principal Planner | 714-593-4431 | Steven.Ayers@fountainvalley.org.

Slater Investments Mixed-Use Project IS/MND Peer Review, City of Fountain Valley

De Novo provided third-party peer review services to the City of Fountain Valley for the Slater Investments Mixed-Use Project IS/MND and technical studies prepared by the applicant team. The Project proposes to construct a four and five story mixed-use development with 270 residential units (including 33 affordable housing units), a 5,000 square foot restaurant with 2,000 square feet of outdoor dining space, a parking garage, and associated amenities on a 3.34-acre property. Proposed Project entitlements include a Code Amendment to create new mixed-use zones in the City; General Plan Amendment to change the land use designation from General Commercial to Mixed Use; Zoning Map Amendment to change the zoning of the property from C1-Local Business to MU1-Mixed Use; Lot Line Adjustment to merge all parcels into one for construction of the Project; Precise Plan for the site layout and construction of the Project; and a Conditional Use Permit to allow for a large format restaurant with on-premises alcohol sales with the MU1 zone. The De Novo team conducted the peer review to ensure the IS/MND and supporting technical studies considered recent CEQA legislation and agency requirements, including consistency with SB 743 requirements. Project Manager, Starla Barker, attended the Planning Commission and City Council hearings on behalf of the City to respond to questions and provide CEQA expertise, as needed. Project Initiation: November 2021. Project Approval: April 2022. Project Applicant: Slater Investments. Project Contact: Steven Ayers, Principal Planner | 714-593-4431 | Steven.Ayers@fountainvalley.org.

Addendums to General Plan FEIRs for 2021-2029 Housing Element Updates and Safety Element Updates, Various Cities

De Novo has prepared several Addendums to previously certified EIRs for General Plans in support of Housing Element and Safety Element Updates being prepared by De Novo as well as other firms. In 2021-2022 Addendums have been prepared for the San Marcos Housing Element Update, San Marcos Safety Element and Environmental Justice Element, Temecula Housing Element and Safety Element Update, Westminster Housing Element Update, Rancho Santa Margarita Housing Element and Safety Element Update, Avalon Housing Element and Safety Element Update, and Stanton Housing and Safety Element Update.

CONTRACTS AND LITIGATION

De Novo Planning Group does not have a history of failures, refusing to complete a contract, or termination of a contract “for cause”. Additionally, De Novo Planning Group does not have any litigation or adverse judgment history.

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C. RESUME AND QUALIFICATIONS OF PERSONNEL

PROJECT MANAGEMENT TEAM

The De Novo project team will be under the management of Starla Barker, AICP, serving as the Project Manager and primary/day-to-day point of contact for the City. Starla will be supported by Co-Project Manager/Management Contact, Amanda Tropiano, who will further ensure supporting team members and resources are readily available and provide overall quality assurance. Resumes for Starla Barker and Amanda Tropiano follow.

Located in the Tustin office, Starla has over 20 years of experience preparing and managing environmental compliance documents throughout southern California, specializing in infill development and redevelopment projects within urbanized areas. Starla serves as the Project Manager for several on-call environmental consulting services contracts for local agencies and has a long history of preparing environmental compliance documents for projects within Los Angeles and Orange Counties. Starla has recently provided CEQA services to the City of Laguna Hills and is currently working with the City on preparation of a Local Hazard Mitigation Plan.

Starla will be responsible for the management and supervision of the De Novo team on all future assignments and will ensure the environmental analysis is thorough and complies with CEQA requirements. Starla will review all internal and external work products and be responsible for overseeing any revisions and providing quality control and quality assurance throughout the project’s duration. Starla will also attend scheduled meetings, and in addition to key team members, will represent the project team at public hearings. Starla prides herself on being an integrated project manager, and is eager to commit herself for the project duration.

Depending upon the nature of future project assignments, Starla may be joined by one of De Novo’s Principals/Principal Planners. The Principal/Principal Planner will serve as a second point of contact to the City and be responsible for ensuring De Novo’s successful completion of each task, as well as ensuring that the City’s goals and expectations are being met. This includes assisting with review of documents prior to formal submittal and providing quality assurance/quality control. This Principal-level attention to each detail of the project ensures a high-quality work product as well as continuity throughout the project.

De Novo's management team will be supported by additional senior-level staff and technical team members with expertise in environmental services. De Novo’s project management and technical staff have a deep knowledge of CEQA and have prepared environmental compliance documentation for a variety of projects throughout southern California. Our in-house team will undertake peer review of technical studies and preparation of air quality and greenhouse gas analyses, health risk assessments, visual simulations, and light and glare assessments. Additionally, our team members have served as contract staff to local agencies and are familiar with the planning process and future uses of a CEQA document, which allows us to craft mitigation language that will be effective and straight-forward to implement. To complement our in-house services, we have well-established partnerships with highly experienced technical consultants who specialize in the areas of transportation, biological resources, cultural resources, and noise, all of whom are leaders in their fields and have experience working on a wide range of projects throughout southern California. We propose the use of subconsultants for these services, however, we are prepared to work with any consultants identified by the City or future project applicants for technical studies as needed.

Starla Barker, AICP

PRINCIPAL PLANNER



Starla Barker, AICP, is a principal planner with De Novo Planning Group whose primary responsibilities are the management and preparation of environmental documents (Initial Studies, Negative Declaration, Environmental Impact Reports, and Environmental Assessments), as well as other planning documents including General Plans and Specific Plans. With over 20 years of professional planning experience Starla has successfully managed a wide range of projects with particular emphasis in General Plans, urban infill, downtown, and redevelopment projects. Utilizing her experience in community planning, Starla is regularly involved in land use and policy planning, including the development and implementation of community outreach programs, and frequently manages and prepares environmental clearance documents for citywide policy planning and redevelopment projects. Through her extensive experience in both policy and environmental planning, Starla is keenly aware of the interaction between the two and consistently takes a proactive and comprehensive approach to understanding planning and environmental issues and developing solutions.

EDUCATION

Masters, Urban and Regional Planning, California State Polytechnic University, Pomona
BA, Business Economics, University of California, Riverside

ORGANIZATIONS

American Planning Association

LICENSES/CERTIFICATIONS

American Institute of Certified Planners, 2009, No. 024079

RELEVANT PROJECT EXPERIENCE

- General Plan Update and Rezoning EIR**, City of Lomita
- Housing Element, Rezoning Program, and ODS CEQA Compliance**, City of Laguna Hills
- Housing and Safety Element Update CEQA Compliance**, City of Rancho Santa Margarita
- Land Use Element, Zoning Code, and Zoning Map Amendment CEQA Compliance**, City of Rancho Santa Margarita
- General Plan and Zoning Update EIR**, City of San Jacinto
- Downtown Core EIR**, City of Fontana
- General Plan Land Use and Zoning Amendments EIR**, City of Gardena
- General Plan Update EIR**, City of La Verne
- General Plan Update EIR**, City of Lawndale
- The Commons at Aliso Viejo IS/MND**, City of Aliso Viejo
- 2500 North Hollywood Way Hotel EIR**, City of Burbank
- The Harper Mixed Use Project EIR**, City of West Hollywood
- 385 Nyes Place IS/MND**, City of Laguna Beach
- Marlin Drive IS/ND**, City of Laguna Beach
- 2354 San Clemente IS/MND**, City of Laguna Beach
- 820 Gainsborough IS/MND**, City of Laguna Beach
- Hotel Development Standards GPA & Zone Change IS/MND**, City of Gardena
- 1500 Raymond Ave Industrial IS/MND**, City of Fullerton
- 1901 Via Burton Industrial CEQA**, City of Fullerton
- General Plan Transportation & Mobility Element Update ND**, City of Bell Gardens
- Applied Medical Expansion IS/MND**, City of Lake Forest
- Lock & Leave Self Storage IS/MND**, City of Lake Forest
- Melia Evergreen Residential IS/MND**, City of Gardena
- Olson Townhomes IS/MND**, City of Gardena
- 2550 Orange Industrial IS/MND**, City of Signal Hill
- Paradise Chevrolet IS/MND**, City of Temecula
- Bedford Court IS/MND**, City of Temecula

Amanda Tropiano

PRINCIPAL



Amanda Tropiano is a principal with De Novo Planning Group and is responsible for leading the firm’s Southern California practice. Amanda has successfully managed a wide variety of land use and environmental planning projects for public and private sector clients, including numerous General Plans, specific plans, corridor plans, strategic plans, sustainability programs, visioning projects, transit-oriented development plans, zoning documents, outreach programs, and CEQA projects. Amanda is also an IAP2 trained public outreach practitioner and has completed project management training with PSMJ. Amanda consistently brings to the table her passion, creativity, and strategic thinking to make sure every project exceeds her client’s expectations. Amanda brings a unique project management style to her clients, where she relies on collaboration, communication, and creativity to identify and proactively address potential opportunities and challenges. She is a skilled public speaker and enjoys working with members of the public, stakeholders, and elected and appointed officials throughout the planning process.

EDUCATION

MA, Urban and Regional Planning,
University of California, Irvine
BA, Urban Studies and Planning,
University of California, San Diego
BA, Political Science: Comparative Politics,
University of California, San Diego
Study Abroad Program,
University of Sussex

ORGANIZATIONS

Urban Land Institute
International Association for Public Participation (IAP2)
American Planning Association
Congress for New Urbanism

RELEVANT PROJECT EXPERIENCE

General Plan Update, Housing Element, Safety Element, and EIR, City of Lake Forest	Focus General Plan Update and EIR, City of Glendale
General Plan Update and EIR, City of Laguna Niguel	General Plan Update and EIR, County of Orange
General Plan Update, Rezoning, ODS, and EIR, City of Lomita	General Plan Update and EIR, City of La Verne
Housing Element, Rezoning Program, ODS, and CEQA Compliance, City of Laguna Hills	1300 Bristol Mixed-Income Project, City of Newport Beach
Housing, Safety, and Circulation Element Update City of Rancho Santa Margarita	Housing Element Update, City of Temecula
General Plan Update, Hawthorne Blvd Specific Plan Update, and EIR, City of Lawndale	Springs Specific Plan and EIR, Sonoma County
General Plan Update, Housing Element, EIR, and CAP, City of San Jacinto	Irvine Neighborhood Plan, City of Irvine
General Plan Update, Housing Element, Zoning Update, and EIR, City of Indian Wells	General Plan Update and EIR, City of Westminster*
General Plan Update, Housing Element, Zoning Update, and EIR, City of San Marcos	General Plan Update and EIR, City of Menifee*
Housing Element Update and EIR, City of Sausalito	SAVI Ranch Land Use and Mobility Vision Plan, City of Yorba Linda*
	Vision Plan, City of Carson*
	Downtown Bellflower Transit-Oriented Development Specific Plan City of Bellflower*

* Project was completed by Ms. Tropiano while she was employed at another planning firm



Team Member Biographies

In addition to Starla and Amanda, the following De Novo team members will provide services in support of the On-Call CEQA Consulting Services contract. This section includes brief biographies for these De Novo team members.

CHRISTINE ABRAHAM

Principal Planner

Christine is a Principal Planner with De Novo Planning Group and is responsible for project management, preparation of environmental documents, regulatory permitting, peer-reviewing and quality control. With almost two decades of experience in environmental consulting and planning, Christine has managed and prepared all levels of CEQA documentation. She knows what it takes to coordinate and track multi-disciplinary teams on complex and controversial projects, for private developers as well as a number of municipalities and public agencies. In addition to document preparation, Christine draws from her legal background, as a member of the State Bar of California, to provide thorough peer review of environmental documents and technical studies to ensure defensibility, as well as engaging in litigation support when needed. Christine is highly organized, an affective communicator, and can ensure that project documentation undergoes a thorough quality review and meets all City requirements.

ASHLEY BRODKIN

Senior Planner

Ashley Brodtkin is a Senior Planner with De Novo Planning Group and is responsible for the preparation of environmental documents, as well as other long-range planning documents, including General Plans and Specific Plans. Ashley has ten years of experience preparing and managing a variety of CEQA and NEPA documents for capital improvements, land development and public policy document projects, and a variety of planning projects including General Plans, Housing Elements, Specific Plans, ordinances, and entitlements. Ashley served as the Environmental Coordinator for the City of Orange, where she oversaw the preparation of all CEQA documents for public and private projects. This experience has given her the knowledge of how local agencies use and implement planning documents on a day-to-day basis. With experience as both a private consultant and in public service, Ashley provides a perspective on projects from both a consultant and lead agency point-of-view.

JOSH SMITH, AICP, LEED-AP

Senior Planner

Josh is a Senior Planner with De Novo. He has over twelve years of experience and is responsible for the preparation of CEQA/NEPA documents, climate change planning for local governments, and the development of air quality and greenhouse gas technical plans and reports. He focuses on finding effective ways to mitigate environmental risks within difficult local government budget and manpower constraints. Josh has substantial experience with Climate Action Plans, Energy Action Plans, and toxic air contaminant (TAC) Health Risk Assessments. He served as the primary technical analyst on the Pleasanton, Oakdale, Hughson, and Campbell Climate Action Plans, and has been a deputy Project Manager for EIRs such as the Placer County RTP EIR and Amador County RTP EIR. Josh has expertise utilizing best-practice standards for developing greenhouse gas (GHG) inventories and context-specific GHG mitigation measures, as well as developing custom air pollutant emissions calculators for complex projects. Josh is called upon to prepare

the air quality and GHG analysis for many of De Novo’s most complex projects, ranging from urban infill (Sunrise Mall Specific Plan EIR) to greenfield (Stockton Commerce Center EIR).

ERIK ANDERSON, AICP
Associate Planner

Erik is an Associate Planner with De Novo. Erik has worked on a diverse range of projects for public and private sector clients, with a focus on environmental and sustainability planning, land-use planning, and policy development. Erik provides project support in the preparation of CEQA documentation and long-range planning documents, including General Plans, Housing Elements, and Zoning updates. His experience includes grassroots lobbying with a non-profit environmental organization and work in the legal field. Erik is passionate about serving communities and creating innovative work through place-based development strategies.

ABDUL JAMA
Assistant Planner

Abdul is an Assistant Planner with De Novo Planning Group. He has earned a Master Degree in City and Regional Planning from Cal Poly, San Luis Obispo. Abdul has a deep interest in community development and environmental planning. He has worked on a diverse range of projects for public and private sector clients, with a focus on environmental, land-use planning, and policy development. Abdul provides project support in the preparation of CEQA documentation and long-range planning documents, including General Plans and Local Hazard Mitigation Plans. His past experience included overseeing the entitlement process for technological infrastructure such as telecommunication towers and Electric Vehicle (EV) charging stations.

JEFFREY SETTERLUND
Assistant Planner

Jeff is an Assistant Planner with De Novo and joined our team having earned his B.S. in City and Regional Planning from Cal Poly San Luis Obispo. Jeff is passionate about serving communities and creating innovative work through land use planning and design. He is an active member of the APA ambassador program and the APA Small Town & Rural program. Jeff works on a variety of projects for De Novo, including General Plan updates and CEQA documentation. Jeff has prepared environmental review for a variety of projects ranging including policy and development projects. Development projects range from urban infill to greenfield. Example projects include the Sunrise Mall Specific Plan EIR (City of Citrus Heights), College Park EIR (City of Rocklin), and Irwindale Industrial EIR.

TEAMING PARTNERS

To complement our in-house services, we have well-established partnerships with the following highly experienced technical consultants who specialize in the areas of transportation, noise, and historic and cultural resources. Following are firm descriptions; key staff resumes follow.

FEHR & PEERS, has prepared thousands of transportation assessments for CEQA documents for infrastructure and development projects throughout California over the past 30 years. Their expertise comes from a thorough understanding of state-of-the-practice and best practices methodology for travel demand forecasting, traffic operations analysis, and impact assessment along with substantial knowledge of current CEQA legislation and case law interpretation. Fehr & Peers has consulted the California

Governor's Office of Planning and Research (OPR), Caltrans, and multiple cities and counties on the development of SB 743 guidance related to VMT analysis throughout California. Fehr & Peers authored the VMT chapter of the FHWA Handbook for Estimating Transportation Greenhouse Gases for Integration into the Planning Process and has worked on a variety of local agency SB 743/VMT-focused projects. Preparation of Transportation Impact Studies is one of the core services provided by Fehr & Peers and their staff is knowledgeable on the transportation aspects of CEQA and NEPA.

MAT ENGINEERING, INC., provides engineering consulting services in the fields of transportation planning and traffic engineering. Founded by Alex Tabrizi, PE, TE, who brings approximately two decades of professional transportation consulting experience, MAT Engineering has the ability to successfully perform tasks related to preparation of engineering and traffic surveys, traffic studies, cost estimates, impact studies and analysis, feasibility studies, bicycle and pedestrian connectivity and planning, active transportation, Transportation Demand Management strategies, and preparing technical analyses for environmental documents. The experience of the firm's personnel in transportation planning and traffic engineering provides the special skills necessary for determining practical and meaningful solutions in the following technical fields: Transportation planning studies; Vehicle Miles Traveled (VMT) analysis; Traffic impacts analyses; Establishing Speed Limits - Engineering & Traffic Surveys (ET&S); Traffic engineering; Signal design; Signing & striping plans; and Parking demand, utilization, and impact analysis. Senior staff have successfully completed and reviewed hundreds of technical analyses in these areas and have conducted work as part of the on-call consultant services to various jurisdictions and public agencies throughout southern California.

CHRONICLE HERITAGE, delivers professional archaeological, ethnographic, paleontological, and historical resources consulting services for a wide variety of market sectors, including land development, energy, communications, transportation, federal government, military and tribal agencies. Staff is comprised of cultural resources management professionals with significant experience and expertise in the cultural resources requirements of CEQA, CEQA-Plus, National Historic Preservation Act (NHPA), and NEPA.

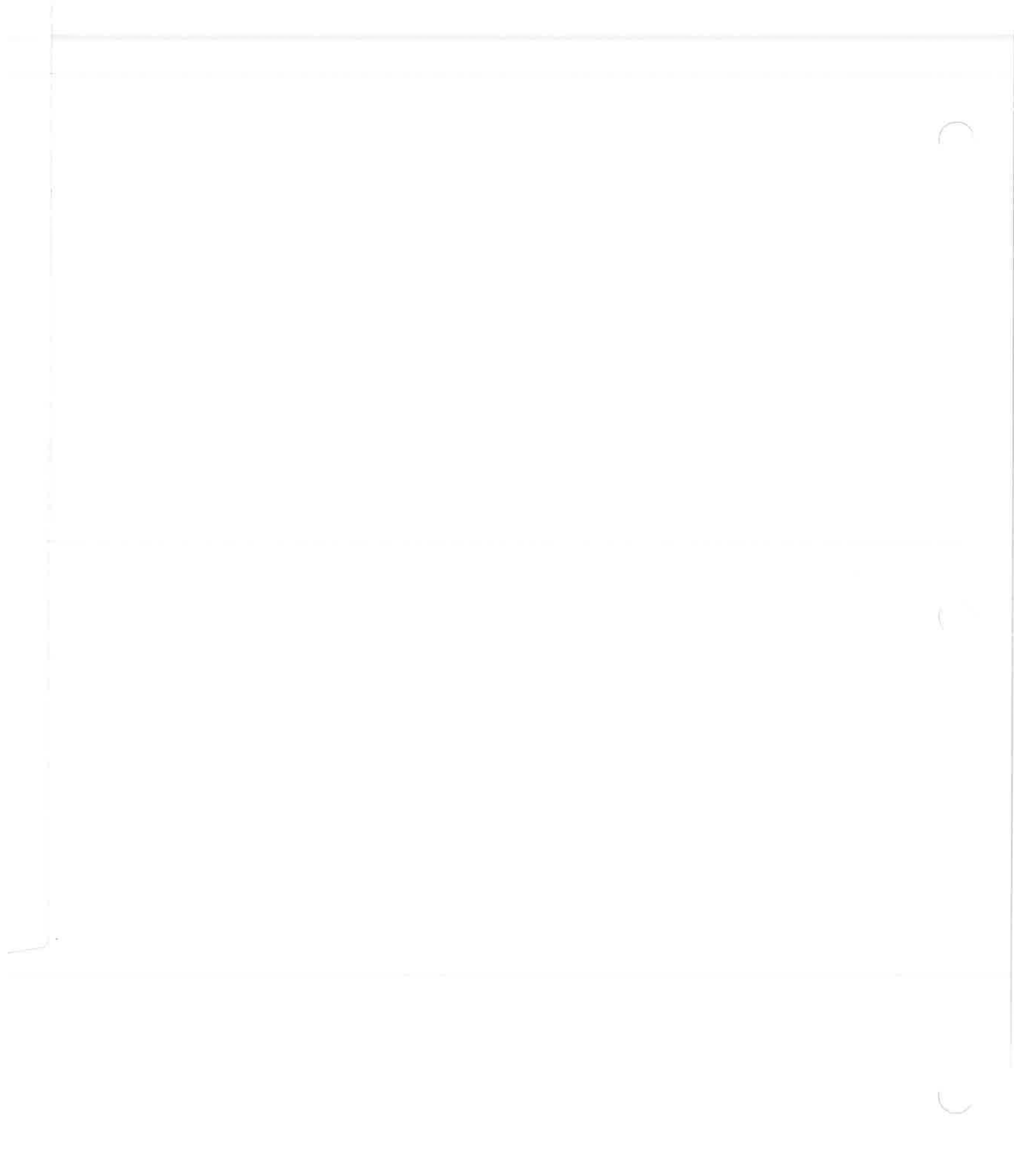
MD ACOUSTICS, provides acoustical consulting services for all facets of noise/vibration, engineering, and audio control. Noise/vibration impact studies assess a wide span of issues and have included vibration and model analysis, automatic controls, reliability analysis, system engineering/system architecture analysis, environmental noise issues, transportation and railroad noise analysis, architectural acoustic design and noise barrier design. Clients range from the aerospace industry to municipalities to provide land developers. MD Acoustics has completed numerous acoustical engineering assessments and designs throughout California and the western United States. MD Acoustics personnel and partners are recognized leaders in the field of acoustics. They incorporate engineering expertise and professionalism with innovative problem solving. The result is an acoustical engineering firm that provides accurate, timely and cost-effective solutions.

D. ORGANIZATIONAL CHART

Below is an organizational chart outlining the roles and responsibilities of the De Novo team. De Novo acknowledges the City’s requirement that key personnel identified below remain during the term of the agreement and concurs with this requirement, to the extent feasible. In the event of necessary changes to key personnel, the De Novo Management Team will immediately contact the City with a recommended replacement and provide qualifications to support the recommendation.

CITY OF LAGUNA HILLS		
De Novo Planning Group (Prime Consultant)		
Management Team		
Starla Barker, AICP, Principal Planner Project Manager, Day-to-Day Point of Contact - Lead document preparer - Issue area study preparer - Project management - Quality control	Amanda Tropiano, Principal Management Contact/Co-Project Manager - Lead document preparer - Issue area study preparer - Public outreach and communications - Quality control -	
Technical Staff (Issue Area Preparers)		
Christine Abraham, Principal Planner - Issue area study preparer - Project management - Quality control	Ashley Brodtkin, Senior Planner - Issue area study preparer - Project management	Josh Smith, AICP, LEED-AP, Senior Planner - Air Quality Analysis - Health Risk Assessments - Energy Analysis - GHG Analysis
Erik Anderson, Associate Planner - Issue area study preparer	Abdul Jama, Assistant Planner - Issue area study preparer	Jeff Setterlund, Assistant Planner - Issue area study preparer
Teaming Partners		
Transportation <i>Fehr & Peers</i> - Delia Votsch, PE MAT Engineering - Alex Tabrizi, PE, TE	Cultural Resources <i>Chronicle Heritage</i> - Carrie E. Chasteen, M.S. - Linsay Porras, M.A. RPA	Noise <i>MD Acoustics</i> - Mick Dickerson Jr., INCE - Claire Pincock, INCE-USA

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E. REFERENCES

The De Novo team has a wide range of experience providing on-call environmental services for public agency clients throughout California. We strongly encourage you to contact our clients; we are confident they will speak highly of our capabilities and responsiveness, as well as the character and integrity of our firm and Principals.

Below are public agency clients in which the De Novo team has provided similar environmental consulting services on an on-call and competitive basis within the last five years. Detailed representative projects are provided in Section B.

City of Burbank Environmental Services

Project Manager, Starla Barker, has been providing CEQA environmental services to the City of Burbank for over 15 years while at her prior firm and continuing at De Novo Planning. Services provided have involved preparation of several CEQA documents including a Class 32 CEQA Exemption, Initial Study/Mitigated Negative Declarations, and Environmental Impact Reports.

Fred Ramirez
Assistant Community Development Director
City of Burbank
Phone: (818) 238-5273
Email: framirez@burbankca.gov

City of Gardena Environmental Services

Since early 2020, De Novo Planning Group has prepared several environmental compliance documents on behalf of the City. Services provided have involved preparation of several CEQA documents including a Class 32 CEQA Exemption, Initial Study/Mitigated Negative Declarations, and Environmental Impact Report.

Lisa Kranitz
Assistant City Attorney
City of Gardena
Phone: (310) 450-9585
Email: lkranitzlaw@gmail.com

On-Call Environmental Services, City of Lake Forest

De Novo has provided on-call environmental services to the City of Lake Forest since 2019. In this capacity, De Novo has been retained to prepare environmental documents for various private projects in Lake Forest. Services provided have involved preparation of several CEQA documents including a Class 32 CEQA Exemption and Initial Study/Mitigated Negative Declarations.

Gayle Ackerman
Director of Community Development
City of Lake Forest
Phone: (949) 461-3463
Email: GAckerman@lakeforestca.gov

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F. PROJECT UNDERSTANDING, OVERVIEW AND APPROACH

PROJECT UNDERSTANDING

The City is seeking consultants to provide on-call environmental review services to support the City’s Planning Division should the need arise. Services may include a variety of tasks related to meeting CEQA requirements including, but not limited to, conducting preliminary review of projects for CEQA purposes; peer review of documents provided by applicants; preparation of technical studies and CEQA compliance documentation, such as initial studies to support negative declarations and mitigated negative declarations, and preparation environmental impact reports, including for specific projects in the City; peer review of environmental documents from outside agencies; and tasks associated with these efforts, including consultations and scoping meetings. There are no specific projects identified at this time; services will be provided on a task-order basis. De Novo is committed to providing the City with exceptional technical analysis and environmental review services.

THE DE NOVO APPROACH

De Novo is committed to providing the City with exceptional technical analysis and environmental review services. Our team will prepare technical analyses and write comprehensive and legally-defensible documents in compliance with all applicable federal, state, regional, and local legislation and requirements. Our team understands that as Lead Agency, the City of Laguna Hills is responsible for preparing and approving environmental documents. De Novo will work side-by-side with City staff and provide principal-level attention to ensure the entire review process is conducted in a comprehensive manner and will consider recent legislation and reviewing agency requirements. City assistance typically involves securing City facilities for public scoping meetings, providing access to City documents and data, and assisting with identification of City staff or outside contacts relative to the environmental issue area. Our approach outlines a collaborative process for preparation of sound environmental compliance documentation. De Novo prides itself on crafting a project-specific technical approach for each project it pursues. However, below is a summary of key considerations we apply in our approach to every project:

- Compliance with State legislation
- Close coordination with stakeholder, resource, and responsible agencies
- Principal attention to every aspect of the project
- Dedicated Principal (Account Manager), Project Manager and Co-Project Manager
- Strict Adherence to Schedule and Budget
- Quality Assurance and Quality Control

Compliance with State Legislation

The De Novo team is well-versed in the CEQA Statute (Public Resources Code Section 21000-21189) and the CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387). The firm’s Principals regularly lecture on CEQA and have been asked to prepare and provide expert testimony on complex environmental topics on projects throughout California. The firm maintains a keen understanding of future legislation which has the potential to impact CEQA and environmental documents.

Close Coordination with Stakeholder, Resource, and Responsible Agencies

Given our experience in preparing environmental documents, we understand the strong need for early and on-going coordination with stakeholders and resource agencies as well as other agencies that regulate

and/or permit activities within the City. Coordination with applicants/developers, neighborhood and civic groups may also be needed during the project. Our team will consult all relevant resource and regulatory agencies as part of any project, as well as during the Notice of Preparation review and during the preparation of the draft documents. Consultations assure that the agencies have considered the project and have provided input to the analysis and mitigation measures presented in the document.

Principal Attention to Every Aspect of the Project

We do not identify principal staff in our proposal, then hand your project out to junior staff members to complete for our review. Rather, our Principal staff identified in this proposal as the Project Manager and Co-Project Managers will work on every aspect of each project undertaken for the City and will write and review each document we provide to the City. This senior-level attention to each detail of the project ensures a high-quality work product as well as continuity throughout each project.

Dedicated Project Manager and Co-Project Manager

Our team dedicates De Novo principals and/or principal planners as Project Manager and a Co-Project Manager who will be in attendance at public and stakeholder meetings and will be intimately involved in every aspect of the project. Although the Project Manager will serve as the primary point of contact, we feel that the use of two managers will ensure that all members of our team are constantly up to speed regarding changes in project direction, staff preferences, and all of the other nuances of CEQA/NEPA projects. Additionally, having two project managers provides an exceptional level of quality control so that products reviewed by the City are technically accurate and complete.

Schedule Control

Our project team is fully committed to bringing our projects to public hearings as quickly and effectively as possible while always delivering products of exceptional quality. We thrive under deadlines, and we have a track record of meeting or exceeding our project schedules. Our use of Principal-level staff throughout all stages of the project allows us to work quickly, efficiently, and produce preliminary draft documents of superior quality. Our project managers take a very active and hands-on role, and we diligently manage our team and coordinate with City staff to ensure that all parties are continuously aware of pending deadlines, outstanding tasks, and draft work products that will require staff review.

De Novo Planning Group has sufficient capacity and the necessary experience to provide on-call environmental consulting services to the City of Laguna Hills. We are committed to delivering legally-defensible products on-time and on-budget and will allocate our resources to exceed your expectations. De Novo will coordinate directly with City staff to understand any project-specific scheduling needs. A date-specific schedule is typically provided following the kickoff meeting based upon an understanding of any timing considerations.

Strict Adherence to Budget

We take tremendous pride in our ability to adhere to our project budgets. Our project managers are also principals and senior managers of the firm, and to this end, we have the authority to take any steps necessary to ensure that our projects remain on budget. We strongly encourage the City to call our references and specifically inquire about the extraordinary steps we take to ensure we do not modify or exceed our budgets. This regularly includes the addition of extra meetings and the allocation of staff time and resources beyond the levels identified in our proposal, at no extra charge to the City. We know that this is a unique way of doing business, but it has proven to be a tremendously successful approach for our

firm. We are in this business for the long-term, and building trust and confidence with our clients is the single greatest thing we can do to build loyalty and repeat business.

Quality Assurance and Quality Control

Coordinating closely with Laguna Hills’ staff, De Novo’s management team will ensure that our deliverables address regulatory requirements and are completed in a timely and professional manner. Our internal quality control review includes review of our environmental documents by a Principal Planner.

The first stage of review includes verification of the technical adequacy of the analysis, that the document addresses the format and content requirements of the client, technical information, and that all components of the project, as described in the project description and analyzed throughout the document, are correct. The second stage of review consists of a comprehensive, detailed review of the document by an individual knowledgeable about CEQA and/or NEPA, other applicable laws, and applicable court cases. This review involves senior staff not directly involved in the project to provide a clean set of eyes and encompasses all sections of the document.

Clear Communication with City of Laguna Hills Staff

De Novo understands that the environmental document preparation process will require extensive coordination and communication with City staff, as well as the responsible agencies, and general public. Our team is committed to continuous and comprehensive coordination throughout the CEQA process. De Novo has proposed a project management team with exceptional CEQA knowledge and local planning experience.

Our team serves as an extension of City staff to ensure the projects are delivered in a timely manner. Working closely with City staff throughout the project will ensure early identification and resolution of critical issues. Our approach ensures consistent and regular interaction and communication between City staff and the De Novo team. This allows for frequent exchange of information without loss of time or resources and will provide all parties with advance input on any issues that may arise. Early and consistent coordination with the City’s Project Manager and between the De Novo Project Manager maintains the flow of data and allows for timely response to any issues, and ensures the work program stays on track.

The De Novo team will work with the City at project initiation to create a detailed and realistic project schedule, making sure to identify all critical path items and any constraints. Throughout project development, we will review the status of all project tasks regularly to ensure they are progressing within the scheduled timeframe. A monthly progress report will identify the tasks accomplished, deliverables submitted, anticipated tasks/progress for the next month, and any pending issues. If issues arise that could result in schedule delays, we will make it a priority to coordinate with the City to find the necessary solutions to move the project forward.

SCOPE OF WORK

The De Novo team has provided environmental documentation and technical studies for a diverse range of development projects, as well as regulatory/policy documents, such as General Plans and zoning ordinances. We are proud of our history of working with local agencies on an on-call basis. We will work with the City to prepare a detailed and accurate scope of work tailored for the project being proposed at that time. Our scope of work will identify the specific tasks the De Novo team will undertake from project initiation to project closeout. The work program, including technical studies and level of analysis, will vary

depending upon a project’s location and characteristics. All technical studies and environmental documents will be completed in accordance with the adopted CEQA Guidelines and NEPA requirements.

Typical on-call contracts follow a standard protocol to assess project requirements, including but not necessarily limited to project initiation/kick-off; data review and research; project description; and technical studies and environmental analysis. Working with the City as an extension of staff, De Novo will be responsible for preparation of draft and final environmental documents, including all supporting documentation such as the Notice of Preparation, Initial Study, Notice of Intent to Adopt, Notice of Availability, Response to Comments, Findings and Facts, Statement of Overriding Considerations, Mitigation Monitoring and Reporting Program, and Notice of Determination. We will circulate environmental documents for public review and participate in community meetings and public hearings, as needed.

Deliverables are anticipated to include electronic Word and PDF files for each Administrative Draft and Review Draft document. Electronic copies of the kick-off meeting agenda and minutes, draft project description, schedule, and required notices will also be provided. We will coordinate with the City on any needed hard copies. De Novo will be responsible for submitting the Public Review Draft documents and notices to the State Clearinghouse through the CEQA Submit portal and filing CEQA notices with the County.

De Novo’s project management team has a long history of working with local agencies on an on-call basis. Our staff can mobilize quickly and efficiently, meeting project schedules while ensuring our environmental documents are accurate, legally defensible, and cost-effective. We understand the environmental review may be in the form of a variety of documents. We have provided the following conceptual work programs for preparation of an Environmental Impact Report, Initial Study/Mitigated Negative Declaration, and Third-Party Peer Review Services. Regardless of the environmental compliance document needed, the De Novo team will serve as an extension of City staff in all aspects of the environmental review process. The De Novo team also has experience and capabilities in providing paleontological monitoring, assistance in preparing grant applications for CEQA studies, and attending meetings and providing in-house trainings on CEQA.

Technical studies can be prepared as stand-alone studies, but often are prepared to support an environmental document, including, but not limited to, an Initial Study, Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report (Project, Program, Supplemental, Addendum, etc.). The De Novo team has the experience and capacity to prepare the technical studies and analysis typically required for any project. The approach to preparation of technical studies and environmental review documents is described below.

CONCEPTUAL WORK PROGRAM

Conceptual Work Program – Environmental Impact Report

The following is a typical scope of work for preparation of an Environmental Impact Report. All technical studies and environmental documents will be completed by the De Novo team in accordance with the adopted CEQA Guidelines. The work program, including necessary technical studies and level of analysis, will vary depending upon a project’s location and characteristics. Upon receipt of future RFPs from the City, we will provide a project-specific scope of work tailored for the project being proposed at that time.

1.0 PROJECT SCOPING

1.1 PROJECT KICK-OFF MEETING

The work program will be initiated with a kickoff meeting with City representatives and the Applicant team (if appropriate) to discuss the project features in greater detail. This initial meeting will be a key milestone to confirm the parameters of the analysis, project construction program, buildout conditions, scheduling, and overall communications. Prior to the kickoff meeting, De Novo will distribute an agenda and detailed memorandum, which will identify information needs. Upon completion of the kickoff meeting, De Novo will prepare meeting minutes that detail action items for the team.

1.2 CEQA INITIAL STUDY/ASSESSMENT

De Novo will prepare the Initial Study in accordance with the CEQA Guidelines. The Initial Study will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis will be in accordance with Public Resources Code Section 21080(c) and CEQA Guidelines Section 15063. The impact analysis will be in a consistent order of environmental factors, as presented in the recently updated Appendix G of the CEQA Guidelines.

The Administrative Draft Initial Study will be provided to the City for review. De Novo will revise the Initial Study, providing the City with a Second Administrative Draft Initial Study with revisions in tracked changes for ease of review. De Novo will also prepare the Notice of Preparation (NOP) for review by City staff. Upon acceptance by the City, De Novo will finalize the Initial Study/Notice of Preparation for public distribution.

1.3 SCOPING MEETING

A public scoping meeting is anticipated to occur during the NOP public review period. De Novo will prepare presentation materials and facilitate the meeting. The scoping meeting will include an overview of the project and the environmental review process, as well as identification of environmental issues that will be addressed in the EIR by De Novo. Although the format of the meeting may vary, typically it is a presentation, open house, or hybrid approach. After completion of the scoping meeting, De Novo will provide a summary of environmental issues raised.

2.0 ADMINISTRATIVE DRAFT EIR

2.1 EXECUTIVE SUMMARY

This section will provide a concise description of the project, the potential areas of controversy, issues to be resolved, project alternatives, and a summary of impacts and mitigation measures.

2.2 INTRODUCTION AND PURPOSE

The Introduction will serve as an overview of the EIR, describing its purpose and relevant environmental review procedures, the document organization, and the methodology used.

2.3 PROJECT DESCRIPTION

The Project Description is a critical element of the environmental review and establishes the foundation for the technical analysis. The Project Description will detail the project location and environmental setting, project characteristics (construction and operation), project objectives, phasing, discretionary actions, and required permits and approvals based on available information. Exhibits will identify the regional and local site vicinity. Project plans and details, provided by the Applicant, will also be graphically depicted and referenced. De Novo will submit the Project Description to the City for review and approval prior to initiating technical analysis.

2.4 THRESHOLDS OF SIGNIFICANCE

Within each environmental topic subsection, a comprehensive description of the thresholds of significance for the environmental analysis will be described. The significance threshold criteria will provide the basis for conclusions of significance.

2.5 CUMULATIVE PROJECTS/ANALYSIS

De Novo will analyze the environmental impacts of the project when viewed in combination with other known, approved, or reasonably foreseeable projects in the region, determined in coordination with the City. The cumulative analysis will address each topic covered in the environmental analysis and will identify appropriate mitigation measures, if applicable.

2.6 ENVIRONMENTAL ANALYSIS

The Draft EIR will be prepared consistent with the requirements of CEQA, the CEQA Guidelines, and relevant case law. The Environmental Analysis section will address each environmental topical area determined to have the potential to result in a significant impact. Environmental issues raised during the scoping process (NOP responses, Public Scoping Meeting, and any other relevant and valid informative sources) will also be considered. The Environmental Analysis section will thoroughly discuss the existing conditions for each environmental issue area, identify short-term construction and long-term operational environmental impacts associated with the project, and their associated levels of significance. For each environmental topical area, the impact analysis subsection will begin with a list of all thresholds contained in CEQA Guidelines Appendix G and the thresholds for significance shall be identified for every environmental issue. For each environmental issue requiring analysis, the EIR will state the level of significance, and then provide the analysis discussion, mitigation measures specific to this environmental issue, and level of significance after mitigation.

The environmental factors and typical scope of analysis is provided below. De Novo will tailor the scope of the analysis based upon project-specific characteristics and environmental conditions.

A. Aesthetics

The existing aesthetic environment, including any scenic vistas or scenic resources will be identified. Photographs will be used to illustrate the visual character of a site and surrounding area. The analysis of construction activities will focus on the potential for sensitive uses to be impacted as a result of visible construction activities, including staging areas and construction vehicles. Potential visual impacts to scenic vistas and the potential for a project to result in substantial damage to scenic resources within a state scenic highway will be identified. If a project site is in a non-urbanized area, the potential for the project to substantially degrade the existing visual character or quality of public views of a site and its surroundings will be analyzed. The analysis will consider the proposed land use(s), overall design, including building form, mass, and height, and potential building materials as compared to the surrounding area. If

a site is located within an urbanized area, the potential for a project to conflict with applicable zoning and other regulations, including the City's design guidelines, governing scenic quality will be reviewed and analyzed.

In the event the project warrants preparation of visual simulations, De Novo's in-house urban designers will prepare visual simulations using specific building designs provided to us by the project architect/engineer. The visual simulations would be created using state-of-the-art equipment including GPS georeferencing, ACAD, 3D modeling software, and the Adobe Suite. We will provide visual simulations from public vantage points to be determined in coordination with City staff. The intent of the visual simulations is to provide a photo-realistic representation of what the site would look like under a before and after scenario from each vantage point.

The potential for a project to create a new source of substantial light or glare to the area will also be addressed. The existing environment as it pertains to light and glare will be identified. The analysis will discuss the potential for a project to impact sensitive uses from new light sources such as interior and exterior lighting, security lighting, parking lot lighting, and vehicle headlights associated with the development. Potential building materials and their ability to create glare which could adversely affect daytime views will also be considered.

Depending upon the location and nature of the project, a shade and shadow analysis may be conducted. De Novo can create shadow diagrams overlaid on a base map that show the building footprints of the project and the surrounding buildings. The intent of this work is to illustrate any change in shadow patterns that would be directly attributable to the project, and to visually demonstrate the effect of these shadows on surrounding land uses, particularly any adjacent residential or other sensitive uses.

B. Agriculture and Forestry Resources

De Novo will confirm whether Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) is present and whether a project would convert these uses to non-agricultural use. If present, potential impacts from conversion of this use will be reviewed. The potential for a project to conflict with existing zoning for an agricultural use or a Williamson Act contract will also be addressed.

The analysis will also confirm whether a site is zoned for forest land, timberland, or timberland zoned Timberland Production and whether a project would conflict with the existing zoning, cause rezoning of, or result in the loss of forest land or conversion of forest land to non-forest use. If present, potential impacts from the conversion of this use will be reviewed.

C. Air Quality

De Novo will utilize our in-house environmental scientists to prepare an Air Quality analysis for the project. The analysis will be prepared consistent with South Coast Air Quality Management District (SCAQMD) and State and federal guidelines using the latest version of CalEEMod software. The analysis will include a comparison of the proposed project's construction and operational emissions with SCAQMD's air quality thresholds of significance for criteria pollutants, consistent with SCAQMD's Guidance for Assessing and Mitigating Air Quality Impacts. De Novo will also analyze the potential for health risk and odor impacts on nearby receptors. The section will include the methodology for calculating emissions, an analysis of the proposed project's air quality impacts, a cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on air quality.

An assessment of toxic air contaminants (TAC) impacts (i.e., a Health Risk Assessment [HRA]) may be warranted depending on the potency, toxicity, quantity of emissions, and proximity of TACs to sensitive receptors such as hospitals, daycare centers, schools, work sites, and residences. De Novo’s in-house air quality specialists will prepare an HRA, including an exposure assessment and risk calculations. The exposure assessment includes estimating the emission rates of TACs and running an air dispersion model to calculate the concentration of TACs at each location in the modeling domain. We will calculate the residential (70 year) cancer, workplace cancer, and non-cancer (i.e. acute and chronic) health risks using the HARP Air Dispersion Modeling & Risk Tool (ADMRT). The resulting cancer and non-cancer risks will be plotted on the base map. Both the quantitative and visual results of the analysis will be incorporated into the HRA and summarized.

D. Biological Resources

Depending upon the location and nature of the project site, qualified biologists will prepare a biological resources assessment for the project. The specific nature of the report and work program will vary depending upon a site’s location and conditions. Typical work efforts for assessing biological resources include the following:

The California Natural Diversity Database (CNDDDB) and California Native Plant Society (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California will be used to conduct record searches of sensitive biological resources known to occur on and within the general vicinity of the project site. Additional information sources will be consulted including the California Department of Fish and Wildlife (CDFW), United States Fish and Wildlife Service (USFWS), and historic/current aerial photographs, as appropriate, to define the habitat requirements for sensitive species potentially occurring on-site. Topographic maps, soil surveys, flood maps, hydrology/climate information, and watershed data will also be reviewed.

A site visit will be conducted by qualified biologists in order to document the presence/absence of special-status biological resources, or to determine the potential for occurrence of such resources that may not be detectable when the literature review is conducted. The location of any special-status biological resources (i.e., plants, plant communities, drainage features, wildlife), if present on-site, will be documented. Additionally, the suitability of the vegetation on and surrounding the proposed project site will be surveyed for their ability to provide suitable avian nesting opportunities. Notes will be taken on all plant and wildlife species observed on-site during the survey. This survey will provide an understanding of the overall project setting and biological resources occurring in the area. This data will be used to devise an appropriate clearance/conservation strategy for implementation of the proposed project.

Following completion of background research and field surveys, the results of these studies would be summarized in a Biological Resources Assessment report. The report would identify the existing biological resources, potential project impacts on those resources, and proposed avoidance, minimization, and mitigation measures to minimize impacts. The report would also outline any future biological surveys, protected species consultations, and/or other anticipated regulatory agency requirements to obtain project approvals and/or environmental permits.

E. Cultural Resources

The analysis will address the potential for a project to cause a substantial adverse change in the significance of a historical, archaeological, or paleontological resource (although addressed here,

paleontological resources will be discussed in Geology/Soils). Additionally, the potential for a project to disturb human remains will be discussed.

De Novo teams with experts specializing in cultural resources to prepare the technical analysis to support the environmental document. The specific nature of the report and work program will vary depending upon a site's location and conditions. Typical work efforts for assessing archaeological and paleontological resources include the following:

Cultural and Paleontological Resources Records Search. A records search for cultural resources within a 0.5-mile radius of the project area will be conducted. A review of all relevant archival records (e.g., historic maps and aerials) will be conducted, and all site records will be obtained. Local historical societies will be contacted. A Sacred Lands File search from the NAHC will also be requested. Project information letters will be sent to those individuals or entities provided by the NAHC that have not already been contacted through AB 52 consultation. A records search for paleontological resources will be requested and research to develop brief contexts for cultural and paleontological resources will be conducted.

Cultural Resources Survey. A cultural resources specialist will conduct a pedestrian survey of the proposed project site. The cultural resources specialist will inspect the project site for evidence of cultural resources that may be impacted by the proposed project. The survey will be conducted using transects spaced no greater than 10 meters apart with accuracy maintained by a hand-held GPS unit. Photographs will be taken of the project site and adjacent properties.

Cultural and Paleontological Resources Assessment Report. A cultural and paleontological resources assessment report will be prepared. The report will characterize the results of the records searches, consultation efforts to determine baseline conditions, assess potential impacts to cultural and paleontological resources resulting from the project, and make appropriate recommendations to avoid or minimize any potentially significant impacts.

If necessary, a determination of if any properties on a project site qualify as historical resources as defined by CEQA will be prepared. Historical resources in the vicinity of a project site will be identified and described, and the potential direct and indirect impacts the project may have on the identified historical resources will be assessed.

Records Search. A records search will be conducted to determine if the subject properties are currently listed under national, state, or local landmark or historic district programs or previously evaluated as eligible for listing in a historic resources survey of an area. The National Register of Historic Places, California Register of Historic Places, and local register (if applicable) will also be consulted to identify designated and previously surveyed historical resources in the vicinity.

Field Survey. A field survey will be conducted of the vicinity to photograph designated and previously surveyed historical resources. The physical integrity of buildings within the project site will be documented.

Research. General research will be conducted to determine the context(s) in which the subject properties should be evaluated. Property specific research will be conducted to determine the potential significance of the associated individuals such as owners, residents, builders, and architects.

Draft Report. The Historical Resources Technical Report will identify the criteria for determining historic significance and integrity under national, state, and local landmark and historic district programs; provide a brief history and description of each property and buildings; and evaluate each property for listing under national, state, and local landmark and historic district programs according to National Park Service, California Office of Historic Preservation, and local (if applicable) criteria. A summary of the designated and previously surveyed historical resources in the vicinity will be provided and the impact the project may have on the identified historical resources will be analyzed. If the project will have an impact on historical resources, the De Novo team will work with the City/Applicant to modify the project to avoid such an impact. Mitigation measures will be recommended, if necessary.

F. Energy

This section will identify the energy demand associated with the project and identify whether there is a potential environmental impact due to wasteful, inefficient or unnecessary use of energy during project construction or operation. The analysis will also assess the project’s consistency with state or local plans for renewable energy or energy efficiency.

G. Geology and Soils

Utilizing existing resources and any previously prepared studies for a project site or surrounding area, the analysis will identify existing regional and local geology and soils constraints (such as compressible soils, landslide hazards, disruptions, displacements, compaction, or over-covering of the soil, and areas subject to subsidence) and seismic hazards. A project will be evaluated for its potential to expose people or structures to potential substantial adverse effects involving fault rupture, strong seismic ground shaking, seismic-related ground failure, and landslides. The potential for a project to destroy a unique paleontological resource will also be discussed.

H. Greenhouse Gas Emissions

De Novo’s in-house environmental scientists will prepare a Greenhouse Gas Emissions analysis pursuant to the requirements of Executive Order S-3-05 and The Global Warming Solutions Act of 2006 (AB 32). The analysis will meet all of the requirements of CEQA Guidelines Section 15064.4. The discussion and analysis will include quantification of GHGs generated by the project using the latest version of the CalEEMod computer model as well as a quantitative analysis of the project’s consistency with any applicable State and local plans, including all applicable City of Laguna Hills General Plan policies and the Laguna Hills Municipal Code. The discussion will provide a quantitative and qualitative analysis of the project’s sustainability features. The De Novo team will work with City staff to implement a methodology and mitigation strategy that meets all legal requirements and is consistent with current City policies and preferences.

I. Hazards and Hazardous Materials

The hazardous materials analysis will include a summary of the existing regulatory conditions per the State Cortese Database Listing. Potentially hazardous materials conditions within a project site will be considered based on available resources, including any previous studies. The above referenced research will be used to analyze potential project-related impacts, as they pertain to hazards and hazardous materials per the CEQA thresholds of significance. Potential accidental conditions involving hazardous materials during construction and operations will be identified. If a project site is located within an airport land use plan or within two miles of an airport, the potential for excessive noise conditions will be discussed. Project emergency access and potential exposure to wildland fires will also be considered.

J. Hydrology and Water Quality

Existing and proposed hydrology and water quality data will be reviewed for a project area based upon available reference documents, including available information from the City and applicant. This section will evaluate water quality conditions and identify water quality (National Pollutant Discharge Elimination System [NPDES]) techniques/structures in accordance with local, State, and federal requirements. The potential for a project to degrade water quality, interfere with groundwater recharge or expose people to water-related hazards will be identified. The section will also address alteration of drainage conditions, potential for substantial erosion or siltation, potential for flooding, and the ability of a project to result in runoff that exceed the capacity of the storm drain system. The analysis will consider the potential for a project to conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan, as applicable.

K. Land Use and Planning

A proposed project will be reviewed for consistency with City standards and policies, as well as careful consideration of adjacent uses. Existing and proposed General Plan land use and zoning designations will be identified; any proposed amendments to the land use and zoning for a site will be assessed. A proposed project will be reviewed in the context of land use plans, policies, and regulations adopted for the purpose of avoiding or mitigating an environmental impact. The potential for the project to conflict with these plans, policies or regulations will be assessed.

L. Mineral Resources

The analysis will document whether the specific site is located within a Mineral Resource Zone (MRZ) and the potential for impacts.

M. Noise

A technical noise analysis is prepared to determine project compliance with City noise standards and associated potential noise impacts based on the following approach:

The site plan, preliminary grading plans, and trip information for the project will be reviewed from an acoustical standpoint. The De Novo team will discuss with the City the potential noise impacts and determine noise measurement locations. Short-term and/or 24-hour noise measurements will be performed to determine the existing noise environment. Utilizing the FHWA Construction noise model and SoundPlan 3D Modeling software, the short-term construction noise and vibration impacts from the project during construction will be determined. The exterior noise impact to the surrounding adjacent properties will be assessed and mitigation measures to alleviate any potential significant noise impact will be identified, if necessary. Utilizing a version of the FHWA Noise Prediction Model the roadway noise impacts for existing and build-out scenarios will be determined and compared to the City's noise standards. This will help determine any change in the roadway noise level as a result of the project. The roadway noise impacts to the project site will be calculated. Potential stationary noise impacts from the project site will also be calculated. If necessary, mitigation measures will be identified to comply with City's limits. The results of the analysis will be summarized in a noise impact study that will address the noise impacts from the project for both short-term and long-term noise impacts.

N. Population and Housing

The analysis will consider the potential for a project to directly or indirectly induce substantial unplanned population growth in the area and the potential to displace a substantial number of people or housing, resulting in the need for replacement housing elsewhere. The section will identify population and housing

projections for an area, including the anticipated and planned growth as identified in the City of Laguna Hills General Plan and regional growth projections.

O. Public Services

Public service departments/agencies will be contacted to confirm existing service conditions and potential project impacts associated with a proposed development. The discussion will focus on the increased demand on services based on the proposed land uses and the potential alteration of existing facilities, extension or expansion of new facilities. The ability of a project to receive adequate service based on applicable standards will be evaluated. If necessary, mitigation measures to reduce impacts associated with providing new or altered facilities will be identified.

P. Recreation

Existing recreation facilities will be identified and the ability for these facilities to serve a proposed project will be assessed. The discussion will focus on the potential for the physical deterioration of existing facilities or potential adverse physical effects associated with the provision of new facilities proposed by the project.

Q. Transportation

With the implementation of Senate Bill (SB) 743, vehicle miles traveled (VMT) will be the required analysis metric to assess the potential for significant transportation impacts associated with proposed projects. The De Novo team will work with the City of Laguna Hills to determine the scope of the transportation analyses in accordance with the relevant policies and procedures, including the City of Laguna Hills Transportation Study Guidelines for Vehicle Miles Traveled and Level of Service Assessment.

The analysis will also address any potential conflicts with the City’s programs, plans, ordinances or policies addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities, potential of a project to increase hazards due to a geometric design feature or incompatible use, or result in inadequate emergency access.

R. Tribal Cultural Resources

The De Novo team will provide AB 52 Native American consultation assistance. It is assumed that the City maintains a list of contacts for consultation under AB 52, but the De Novo team may request an AB 52 consultation list from the NAHC on behalf of the City should the City choose to request such a list from the NAHC. The De Novo team will prepare AB 52 letter templates and provide checklists, detailed instructions to ensure meaningful consultation with interested Native American groups in accordance with AB 52. If an assessment of tribal cultural resources is needed, De Novo will involve our cultural resources teaming partner to provide these services; refer to the Cultural Resources discussion above.

S. Utilities and Service Systems

Utility/service system providers will be contacted to confirm existing service conditions and potential project impacts associated with a proposed development. The discussion will focus on the increased demand and/or generation of utilities/service systems based on the proposed land uses and if capacity and supplies are available to support the increased demand and/or generation. The analysis will also consider the potential physical effects associated with the relocation or construction of new or expanded facilities, if applicable.

T. Wildfire

The discussion will identify whether a project site is in or near state responsibility areas or lands classified as very high fire hazard severity zones. If located within a wildfire area, the analysis will address factors that could expose people or structures to fire or post-fire flooding or landslides, risk or impair emergency response, or require installation of infrastructure that could exacerbate fire risk.

2.7 GROWTH INDUCEMENT

This section will discuss ways in which a proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. The analysis addresses growth-inducing impacts in terms of whether a project influences the rate, location, or amount of growth.

2.8 ALTERNATIVES TO THE PROPOSED ACTION

The EIR will identify a reasonable range of alternatives which could attain most of a project’s objectives but would avoid or substantially lessen any of the significant events of a project. The range of alternatives is anticipated to include a No Project Alternative, as required under CEQA, and additional alternatives focused on reducing the potential environmental impacts. The alternatives analysis will compare the environmental impacts for each alternative for the environmental topical areas analyzed in the EIR. The advantages and disadvantages of each alternative and the reasons for rejecting or recommending the respective alternative will be discussed; an environmentally superior alternative will be identified. A summary matrix will compare the impacts for each alternative environmental topical area and whether the alternative involves greater, reduced, or equivalent impacts when compared to a project.

2.9 ADDITIONAL SECTIONS

Additional EIR sections to meet CEQA and City requirements will be prepared and include the following: Significant Irreversible Environmental Changes That Would Be Involved In the Proposed Action Should It Be Implemented; Effects Found Not To Be Significant; Inventory of Unavoidable Adverse Impacts; and Organizations and Persons Consulted/Bibliography will be provided.

2.10 GRAPHIC EXHIBITS

The EIR will include exhibits to enhance the written text and clarify a proposed project’s environmental impacts.

2.11 MITIGATION MONITORING AND REPORTING PROGRAM

A Mitigation Monitoring and Reporting Program (MMRP) will be prepared to identify appropriate monitoring steps/procedures and provide a basis for monitoring such measures during and upon project implementation. The Checklist will identify the mitigation measure outlined in the EIR, the Mitigation Measure/Condition of Approval, the Monitoring Milestone (what agency/department is responsible for verifying implementation of the measure), Method of Verification (documentation, field checks, etc.), and a verification section.

2.12 ADMINISTRATIVE DRAFT EIR SUBMITTAL

The previous tasks will result in the Administrative Draft EIR, which will be provided to City staff for review and comment.

3.0 DRAFT ENVIRONMENTAL IMPACT REPORT

3.1 SECOND ADMINISTRATIVE DRAFT EIR

De Novo will respond to one complete set of comments from City staff on the Administrative Draft EIR. The Second Administrative Draft EIR will be provided to City staff with all revisions made in track changes to assist in review of the document.

3.2 COMPLETION OF THE DRAFT EIR

De Novo will respond to a second review of the Administrative Draft EIR. Upon approval, De Novo will prepare the Draft EIR for the required 45-day public review period. In addition, the Notice of Completion (NOC) and Notice of Availability (NOA) will be prepared for submittal to the State Clearinghouse and the County Clerk, and for distribution to the City-approved distribution list. De Novo will file the notices with the State Clearinghouse and County Clerk.

4.0 FINAL ENVIRONMENTAL IMPACT REPORT

4.1 RESPONSE TO COMMENTS

At the conclusion of the Draft EIR public review period, the De Novo team will respond to written comments received by the City, as well as oral comments received during community meetings and public hearings. The Draft Responses to Comments will be prepared for review by City staff. De Novo will address one complete set of comments from City staff on the Draft Responses to Comments and will provide the revisions in track changes for ease of review. De Novo will respond to a second set of comments and finalize this section for inclusion in the Final EIR.

4.2 FINAL EIR COMPLETION

The Final EIR will consist of the Draft EIR and Response to Comments. Any revisions to the Draft EIR will be shown as an excerpt demarcated with underline for new text and strikethrough for deleted text.

4.3 FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS

CEQA Findings of Fact/Statement of Overriding Considerations (Findings) will be prepared that identify each potentially significant and significant impact, describe mitigation for the impact, and the resultant level of significance after mitigation. The Findings will identify each alternative and, if the alternative was not selected as the proposed project, identify why the alternative was not feasible and considerations for not selecting the alternative. For each significant and unavoidable impact, the Findings will identify economic, legal, social, technical, or other defensible reasons why the project should be approved in light of the significant effects of the project. De Novo will submit the Draft Findings for City review and will respond to one complete set of City comments.

4.4 NOTICE OF DETERMINATION

De Novo will prepare and file a Notice of Determination (NOD) with the County Clerk and State Clearinghouse within five days of EIR certification.

5.0 PROJECT MANAGEMENT AND MEETINGS

5.1 PROJECT MANAGEMENT

Ms. Barker will direct preparation of and review the environmental document for compliance with CEQA requirements and guidelines and City CEQA procedures. Ms. Barker will coordinate with City staff and/or other stakeholder representatives as well as internal technical staff, support staff and word processing toward the timely completion of the environmental document, serving as an extension of City throughout

the duration of the project. In addition to weekly status updates, monthly progress reports will be included with invoices identifying the tasks accomplished, deliverables submitted, anticipated tasks/progress for the next month, and any pending issues. Any modifications/ updates to the project schedule based on progress meetings and activities will also be provided. Monthly invoices will include total contract amount; all costs (by task) incurred for the period (actual and percentage); all costs (by task) incurred to date (actual and percentage); estimated completion percentage for each task; and accounting by individual working on each task for that billing period.

5.2 MEETINGS AND HEARINGS

Close coordination with City staff is essential. The De Novo Project Manager will participate in progress/project conference calls and/or meetings with City staff, the applicant, and stakeholder representatives, as necessary to identify issues, assess impacts, and define mitigation. The De Novo team will participate in public hearings and make presentations, as necessary. De Novo Principals, Project Manager, and technical staff, as well as subconsultant team members will be available, as necessary, to provide expert testimony before decision-making bodies, including describing the environmental review process, analysis and findings, and responding to questions.

Conceptual Work Program – Initial Study/Mitigated Negative Declaration

The following is a typical scope of work for preparation of an Initial Study/Mitigated Negative Declaration. As with preparation of an EIR, the work program, including necessary technical studies and level of analysis, will vary depending upon a project's location and characteristics. Typical scopes of work for technical studies have been provided under Conceptual Work Program – Environmental Impact Report, above. Upon receipt of future RFPs from the City, the De Novo team will provide a project-specific scope of work tailored for the project being proposed at that time.

1.0 PROJECT INITIATION

The work program will be initiated with a kickoff meeting with City representatives and the Applicant team (if appropriate) to discuss the project features in greater detail. This initial meeting will be a key milestone to confirm the parameters of the analysis, project construction program, buildout conditions, scheduling, and overall communications. Prior to the kickoff meeting, De Novo will distribute an agenda and detailed memorandum, which will identify information needs. Upon completion of the kickoff meeting, De Novo will prepare meeting minutes that detail action items for the team.

2.0 CEQA INITIAL STUDY/ASSESSMENT

De Novo will prepare the Initial Study in accordance with the CEQA Guidelines. The Initial Study will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis will be in accordance with Public Resources Code Section 21080(c) and CEQA Guidelines Section 15063. The impact analysis will be in a consistent order of environmental factors, as presented in the recently updated Appendix G of the CEQA Guidelines and as described in the conceptual EIR work program, above. The determination page will conclude the appropriate CEQA action based upon the environmental analysis.

3.0 ADMINISTRATIVE DRAFT INITIAL STUDY

The Administrative Draft Initial Study will be provided to the City for review and will include a Mitigation Monitoring and Reporting Program (MMRP) to identify appropriate monitoring steps/procedures and

provide a basis for monitoring such measures during and upon project implementation. De Novo will revise the Initial Study, providing the City with a Second Administrative Draft Initial Study with revisions in tracked changes for ease of review.

4.0 PUBLIC REVIEW DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

With a conclusion in the Initial Study that no significant environmental effects will occur as a result of implementation of the project, a Mitigated Negative Declaration will be prepared for the 30-day public review period. De Novo will prepare the Notice of Intent to Adopt a Negative Declaration (ND)/Mitigated Negative Declaration (MND) for public review. De Novo will file all necessary notices with the County Clerk and State Clearinghouse.

5.0 FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

5.1 RESPONSES TO COMMENTS

Upon completion of the public review period, De Novo will prepare a written response to the public comments for review by the City.

5.2 FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Where necessary, the appropriate revisions will be made to the IS/MND text. Any additional text will be marked in underline format and any deleted text will be marked in strikeout format. The Draft Final IS/MND will be provided to the City for review and approval. We will make any additional revisions as directed by the City and prepare a Final Initial Study MND for consideration. The Final Initial Study will include a Mitigation Monitoring and Reporting Program, and any other information necessary for the City’s staff report to the Planning Commission and/or City Council.

5.3 NOTICE OF DETERMINATION

De Novo will prepare and file a Notice of Determination (NOD) with the County Clerk and State Clearinghouse within five days of IS/MND adoption.

6.0 PROJECT MANAGEMENT AND MEETINGS

As provided in 5.0, Project Management and Meetings, under Conceptual Work Program – Environmental Impact Report, above, Ms. Barker will be responsible for management and supervision of the Project Team. The De Novo Project Manager will participate in progress/project conference calls and/or meetings with City staff, the Applicant, and stakeholder representatives, as necessary to identify issues, assess impacts, and define mitigation. The De Novo team will participate in public hearings and make presentations, as necessary. De Novo Principals, Project Manager, and technical staff, as well as subconsultant team members will be available, as necessary, to provide expert testimony before decision-making bodies, including describing the environmental review process, analysis and findings, and responding to questions.

Conceptual Work Program – Third Party Peer Review

In addition to preparing technical analysis and environmental compliance documentation, the De Novo team is often called upon to provide third party peer review services for our clients. Our approach to conducting peer reviews involve the following considerations: 1) compliance with the CEQA Guidelines; 2) technical accuracy of analysis in support of conclusions and findings of significance; and 3) internal consistency of the document. CEQA and technical specialists will conduct the review, with a Principal

and/or Project Manager serving as the primary CEQA reviewer. Our reviews will result in a memorandum providing a determination of compliance, along with any suggested edits or noted deficiencies in the document. Following revisions to the draft technical studies and/or environmental compliance documents, De Novo will review the revised documents to ensure the comments provided in the third-party peer review have been adequately addressed and resolved. The De Novo team will also be available to participate in conference calls or in-person meetings, as necessary, to discuss any issues of concern, approach to analysis, and third-party peer review comments. De Novo Principals, Project Manager, and technical staff, as well as subconsultant team members will be available, as necessary, to provide expert testimony before decision-making bodies, including describing our review and findings, and responding to questions.

TIMELINE

Following is a typical schedule for preparation of an EIR, IS/ND or IS/MND, and peer review of applicant-prepared technical studies and third-party peer review of environmental documents. The timing for peer review of applicant-prepared technical studies and third-party peer review of environmental documents can vary depending on the number and complexity of the technical studies and the environmental topical areas addressed in the environmental document.

Typical EIR Schedule

Project Kick-off	Month 1
Notice of Preparation/Initial Study	Month 1
NOP 30-Day Public Review	Month 2
Prepare Technical Studies	Months 1 – 3
EIR Scoping Meeting	Month 2
De Novo Prepares Administrative Draft EIR	Months 2 – 5
City Review of Administrative Draft EIR	Month 6
De Novo Prepares Second Administrative Draft EIR	Month 7
City Review of Second Administrative Draft EIR	Month 7
De Novo Completes, Publishes, and Circulates Draft EIR	Month 8
EIR 45-Day Public Review Period	Months 8 – 9
Hearing during the Draft EIR Review to Receive Comments	Month 9
De Novo prepares Responses to Comments	Month 10
City Reviews Responses to Comments	Months 10 – 11
De Novo Prepares Administrative Final EIR	Months 11
City Reviews Administrative Final EIR	Month 11
De Novo Completes, Publishes, and Circulates Final EIR	Month 12
Certification Hearings	TBD

Typical IS/ND or IS/MND Schedule

Project Kick-off	Week 1
De Novo drafts Project Description	Week 1
City Reviews/Approves Project Description	Week 2
Preparation of Technical Studies	Weeks 1 – 8
De Novo Prepares Administrative Draft IS/ND or IS/MND	Weeks 2 – 10
City Reviews Administrative Draft IS/ND or IS/MND	Week 11
De Novo Completes Draft IS/ND or IS/MND	Week 12
City Reviews Check Copy Draft IS/ND or IS/MND	Week 13
De Novo Distributes Public Review IS/ND or IS/MND	Week 14
IS/ND or IS/MND 30-Day Public Review	Weeks 14 – 18
De Novo Prepares Final IS/ND or IS/MND	Week 19
De Novo Prints and Distributes Final IS/ND or IS/MND	Week 20
Hearing	TBD

Typical Technical Study Peer Review Schedule

De Novo Conducts Peer Review	Completed within 2 – 3 weeks of receipt
De Novo Conducts Review of Revised Technical Studies	Completed within 1 – 2 weeks of receipt

Typical Environmental Document Peer Review Schedule

De Novo Conducts Peer Review of IS/ND or IS/MND	Completed within 2 – 3 weeks of receipt
De Novo Conducts Review of Revised IS/ND or IS/MND	Completed within 1 – 2 weeks of receipt
De Novo Conducts Peer Review of EIR	Completed within 3 – 4 weeks of receipt
De Novo Conducts Review of Revised EIR	Completed within 1 – 2 weeks of receipt

G. COMMUNICATION PLAN

Communication for on-call environmental contracts begins at the proposal stage and continues throughout project hearings and closeout. When an RFP is distributed by the City, De Novo will review the information and communicate any questions or clarifications to ensure the work program and associated scope of work accurately reflects the requirements of the project and the needs of the City as Lead Agency. We focus on providing a proposal that clearly communicates our understanding of the project and the proposed work program, including detailed tasks, timing, and fee. While we strive to provide an accurate and sufficient proposal the first time, we will work the City and Applicant, to revise and modify the scope of work as necessary.

Upon notice to proceed, the De Novo Project Manager will schedule a kickoff meeting with the City. We find this meeting to be integral to the success of the project and implementation of the work program. This meeting serves as an opportunity to discuss expectations, responsibilities, and communication procedures. The De Novo team will work with the City at project initiation to create a detailed and realistic project schedule, making sure to identify all critical path items and any constraints.

Throughout project development, we will review the status of all project tasks regularly to ensure they are progressing within the scheduled timeframe. A monthly progress report will identify the tasks accomplished, deliverables submitted, anticipated tasks/progress for the next month, and any pending issues. If issues arise that could result in schedule delays, we will make it a priority to coordinate with the City to find the necessary solutions to move the project forward. The complexity of some projects may require a regularly scheduled meeting with the City and De Novo to ensure progress is being made and the identified schedule is maintained. De Novo fully embraces these meetings and the opportunity to have more frequent contact with the City.

Working closely with City staff throughout the project will ensure early identification and resolution of critical issues. Our approach ensures consistent and regular interaction and communication between City staff and the De Novo team. This allows for frequent exchange of information without loss of time or resources and will provide all parties with advance input on any issues that may arise. Early and consistent coordination with the City’s Project Manager and between the De Novo Project Manager maintains the flow of data and allows for timely response to any issues, and ensures the work program stays on track.

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H. COMPENSATION/PAYMENT SCHEDULE

In accordance with the requirements of the RFP, materials for this section are provided in a separate sealed envelope.

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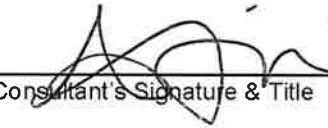
I. CERTIFICATE OF INSURANCE

ATTACHMENT 2

CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE
WITH INSURANCE REQUIREMENTS FOR
AGREEMENT FOR PROFESSIONAL SERVICES

Consultant agrees, acknowledges, understands and is fully aware of the insurance requirements as specified in **Section 5, Insurance Requirements** of the attached sample Agreement for Professional Services (Attachment 4) and hereby accepts all conditions and requirements as contained therein.

Consultant: De Novo Planning Group
Name (Please Print or Type)

By:  Principal
Consultant's Signature & Title

Date: July 5, 2024

This executed form must be submitted with proposal.





J. CERTIFICATION OF PROPOSAL

ATTACHMENT 3

**CERTIFICATION OF PROPOSAL
TO THE CITY OF LAGUNA HILLS**

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP). By signing the Certification of Proposal (**Attachment 3**) and submitting a proposal to the City in response to this Request for Proposals, the Proposer hereby represents and certifies that:

- A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals ("Agreement") no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;
- B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;
- C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;
- D) Proposer does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition;
- E) By submitting the response to this request, Proposer agrees, if selected, to furnish services to the City in accordance with this RFP;
- F) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them;
- G) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City;

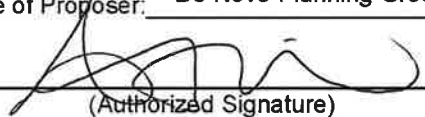
City of Laguna Hills
RFP FOR ON-CALL CEQA CONSULTING SERVICES

- H) The proposal response includes all of the commentary, figures and data required by this Request for Proposal.
- I) The proposal shall be valid for 180 days from May 30, 2024.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct.

Executed this 5th day of July, 2024, at Tustin, California.

Name of Proposer: De Novo Planning Group

By: 
(Authorized Signature)

Type Name: Amanda Tropiano

Title: Principal

Date: July 5, 2024





Environmental Consultant Cost Proposal On-Call CEQA Consulting Services

City of Laguna Hills | July 11, 2024

Revised September 10, 2024



SUBMITTED TO:

**City of Laguna Hills
Jay Wu, Senior Planner
24035 El Toro Road
Laguna Hills, California 926533**

SUBMITTED BY:

**De Novo Planning Group
Amanda Tropiano, Principal
180 E Main Street, Suite 108
Tustin, CA 92780
atropiano@denovoplaning.com
714.453.7711**

PROJECT BUDGET

The cost estimate for an individual project is based on a variety of factors including the type of environmental compliance document, required technical studies, and site and project attributes. Due to the on-call nature of the RFP, a cost estimate cannot be specifically determined at this time. Rate sheets are included on the following pages.

Typical Direct Costs

Typical direct costs associated with preparation of environmental documents include the following. Please note that all direct costs are billed at-cost and are not marked-up. We also do not mark-up the fees of our subconsultants.

- Printing
- Mileage
- Postage
- Filing Fees
- Data Collection
- Vehicle Counts

Ranges of Fees for Documentation

The cost for preparation of environmental documentation can vary dramatically, based upon a number of factors for, including, but not limited to, the type of project, complexity of a project, its location, biological or cultural sensitivity, the amount and type of project management public meetings required, and the type and amount of technical studies required. The following represents a general ballpark estimated range of fees for services for the types of environmental documents that could be prepared under this contract.

- | | |
|---|------------------------|
| • Initial Study/Mitigated Negative Declaration: | \$40,000 to \$80,000 |
| • Environmental Impact Report: | \$200,000 to \$400,000 |
| • Specialized and Categorical Exemption Memos: | \$5,000 to \$20,000 |
| • Peer Reviews: | \$1,800 each |
| • EIR Addendums: | \$30,000 to \$65,000 |
| • Technical Studies | \$3,000 to \$90,000 |

Rates are established for the full term of the contract (i.e., from August 28, 2024 through August 27, 2026). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

DE NOVO PLANING GROUP

CITY OF LAGUNA HILLS RATE SHEET

2024 Schedule

Principal	\$210
Principal Planner	\$185
Senior Planner	\$150
Associate Planner	\$130
Assistant Planner	\$110
GIS Analyst	\$125



Laguna Hills CEQA On-Call
(August 2024 through August 2026)
Hourly Billing Rates: Revised August 29, 2024

Classification	Hourly Rate
Principal	\$380
Senior Associate	\$290
Associate	\$250
Senior Engineer/Planner	\$210
Engineer/Planner	\$185
Senior Engineering Technician	\$180
Senior Project Accountant	\$190
Project Coordinator	\$160
Technician	\$160
Intern	\$140

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (67 cents per mile as of Jan 2024).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*



Exhibit A
MAT Engineering, Inc. Billing Rates

MAT Engineering, Inc.
17192 Murphy Avenue #14902
Irvine, CA 92623
at@matengineering.com
(949) 344-1828

Position	Hourly Rate
President	\$180.00
Principal	\$170.00
Associate Principal	\$160.00
Senior Associate	\$160.00
Associate	\$150.00
Senior Engineer / Senior Planner / Senior Designer	\$150.00
Engineer / Planner / Designer III	\$120.00
Engineer / Planner / Designer II	\$115.00
Engineer / Planner / Designer I	\$110.00
Assistant Engineer / Assistance Planner / Assistant Designer	\$80.00
Technician III	\$75.00
Technician II	\$65.00
Technician I	\$55.00
Engineering Aide	\$50.00
Administrative Assistant	\$55.00

Notes:

PDF report copies of report are included in the fees. Printed reports charged at a minimum of \$100.

For overtime work the above rates may be increased by 50 percent.

Client payment is not contingent upon client receiving payment from other parties.

Billing statements for work will be submitted monthly. Statements are payable within thirty (30) days of statement date. Any statement unpaid after thirty (30) days shall be subject to interest at the maximum permitted by law

Rev. August 2024

CHRONICLE HERITAGE HOURLY RATES

LABOR CLASSIFICATIONS	HOURLY RATE HIGH
Senior Principal	\$265.00
Principal	\$225.00
Principal Investigator/Technical Lead	\$205.00
Senior Level	\$170.00
Associate Level	\$150.00
Staff Level	\$115.00
Field/Lab/Research Assistant	\$110.00
Intern	\$75.00
Senior Maritime Archaeologist	\$195.00
Maritime Archaeologist	\$115.00
Geomorphologist	\$195.00
Senior GIS Specialist	\$150.00
GIS Specialist	\$125.00
Senior Database Specialist	\$215.00
Database Specialist	\$140.00
Clerical/Work Processing	\$140.00
Senior Editor	\$140.00
Editor/Processing	\$120.00
Administrative Assistant	\$125.00

Exhibit A

Billing Rates for MD Acoustics, LLC

Compensation for Services

The Consultants Billing rates for services are as follows:

Position	Hourly Rate
Principal Consultant	\$ 220.00
Sr. Acoustical Consultant	\$ 178.50
Sr. Vibration Consultant	\$ 178.50
Air Quality Specialist	\$ 178.50
Consultant	\$ 155.00
Engineering Technician I	\$ 119.00
Engineering Aide	\$ 83.00
Administrative Assistant	\$ 78.00
Administrative Aide	\$ 66.00
Clerical Aide	\$ 60.00
Principal Controls & Vibration Engineer	\$ 244.00
Senior Scientist Noise & Vibration	\$ 226.00
Senior Design Engineer	\$ 161.00
Expert Witness	\$613.00
Mechanical Packaging Engineer	\$ 178.50
COMSOL Expert & Modeling	\$ 416.00
ANSYS Expert & Modeling	\$ 416.00
Automobile Mileage	\$ 1.13/mile

General

- (1) Per Diem charges are based on current government rates based on area.
- (2) Hourly rates apply to work time, travel time, and time spent at public hearings and meetings. For overtime work, the above rates may be increased by 50 percent.
- (3) Client payment for professional services is not contingent upon the client receiving payment from other parties.
- (4) Billing statements for work will be submitted bi-monthly. Statements are payable Net 15 upon receipt by the client of the statement. Any statement unpaid after ninety (90) days shall be subject to interest at the maximum permitted by law.

2.3 Optional CPI Adjustment. The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from August 28, 2024 through August 27, 2026). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

Revised: August 26, 2024

PROFESSIONAL SERVICES AGREEMENT

Dudek

On-Call Environmental Review Consulting Services

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective the 9th day of October 2024, 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 DUDEK, 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 land use and environmental planning firm to provide environmental review consulting services for the purpose of ensuring that the City complies with all aspects of the California Environmental Quality Act ("CEQA"), as well to provide the City with other as-needed land use, environmental planning, and CEQA review, compliance, and planning and support services that may be required on an as-needed, on-call basis (the "Project").

B. In response to City's Request for Proposals (RFP), dated May 30, 2024, Consultant has submitted to City a proposal, dated July 11, 2024, to provide the City with professional land use planning and environmental review consulting services for the Project pursuant to the terms and conditions of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and technical expertise to provide the professional land use planning and environmental review consulting services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, training, certification, or technical expertise necessary to perform the work and services contracted for herein.

D. City desires to retain Consultant to provide such professional land use planning and environmental review consulting services 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 the professional

land use planning and environmental review consulting services for the Project as set forth in the Proposal/Scope of Work, dated July 11, 2024, 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 Services and Work 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 Proposal/Scope of Work dated July 11, 2024 submitted to the City ("Consultant's Proposal"), which shall both be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal/Scope of Work is attached hereto as Exhibit "A" and is hereby incorporated by reference and 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 (Exhibit "A").

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 elected and appointed 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 elected and appointed 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. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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 the Consultant's Proposal/Scope of Services (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 professional 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 Five Hundred Thousand Dollars (\$500,000.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings deemed reasonably necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. 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 Optional CPI Adjustment. The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from October 9, 2024 through October 8, 2026). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any

fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

2.4 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.

2.5 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 term of this 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, or on each task order, if applicable, 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, pandemics, 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 upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on October 9, 2024 and ending on October 8, 2029, unless extended by mutual written agreement of the Parties.

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

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 to make all decisions in connection therewith: **Rachel Struglia, Ph.D., AICP, Principal in Charge**. 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. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

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 as required by law 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.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars (\$2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. Intentionally omitted.

2. If the policy of insurance is written on a "claims-made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

3. In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Work or Services under the terms of this Agreement.

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 and hold the City, its elected and appointed officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. 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. 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.

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. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost

estimate for the project being designed.

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. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 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.

8.6 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.

8.7 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.

8.8 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 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 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

To Consultant: Dudek
Attention: Legal Department
605 Third Street
Encinitas, California 92024
Telephone: (760) 942-5147

10.3 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.

10.4 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.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 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.

10.7 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.

10.8. 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.

10.9 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.

10.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[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

JARAD L. HILDENBRAND,
City Manager

ATTEST:

(SEAL)

JENNIFER LEE, City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“CONSULTANT”
DUDEK, a California corporation

By: 
Joseph Monaco,
President and CEO

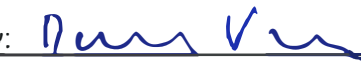
By: 
Danielle Voss,
Vice President, Human Resources;
Assistant Secretary

EXHIBIT “A”

**CONSULTANT’S PROPOSAL/ SCOPE OF WORK
FOR
ON-CALL ENVIRONMENTAL REVIEW CONSULTING SERVICES**

DATED: JULY 11, 2024

**SCOPE OF SERVICES FOR PROJECT
INCLUDING,
SCHEDULE OF PERFORMANCE
AND
SCHEDULE OF COMPENSATION/ FEES**

ORIGINAL



TECHNICAL PROPOSAL

ON-CALL CEQA CONSULTING SERVICES

CITY OF LAGUNA HILLS

JULY 11, 2024

27271 Las Ramblas / Suite 340 / Mission Viejo, CA 92691 / 949.450.2525

DUDEK

EXHIBIT

A. Cover Letter

July 11, 2024

Jay Wu, Senior Planner
City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653

Subject: On-Call CEQA Consulting Services

Dear Jay Wu:

Providing the City of Laguna Hills (City) with successful environmental consulting services requires an understanding of local regulatory compliance and resource issues—an understanding used thoughtfully and precisely to balance concurrent environmental analyses and project reviews. Dudek has provided environmental services to municipal clients for nearly 35 years and, as an on-call consultant, we are able to offer the City the following strengths:

On-Call Experts with Local Experience. We specialize in providing on-call environmental and planning services to California municipalities. Locally, we hold on-call contracts with the County of Orange and the Cities of Irvine, Anaheim, Costa Mesa, Fountain Valley, Fullerton, Mission Viejo, Newport Beach, Orange, San Clemente, and Santa Ana in addition to Laguna Hills, which we've held since 2018. We provide decision makers with the necessary information to comprehend each development application and work seamlessly with City planning staff to process all sizes and types of projects. Dudek has successfully completed more than 3,700 California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and state and federal environmental regulation documents for projects throughout California. Projects completed successfully in Laguna Hills include the Five Lagoon Project Addendum to the City of Laguna Hills General Plan Update Environmental Impact Report (EIR) in March 2016 and the Village at Laguna Hills Project Addendum to the City of Laguna Hills General Plan Update EIR in March 2021. We are currently working with City staff on a residential project in another area of the city.

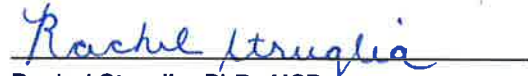
Local, Responsive Project Management. Principal in Charge Rachel Struglia, PhD, AICP, and her dedicated staff have prepared numerous CEQA documents for both municipal and private projects in the County. Her experience and local knowledge allows her to prepare environmental documents that meet City standards and expectations. She will manage this project from our office in Mission Viejo, with support from our Encinitas and Pasadena offices. We also have a deep bench of planners to support the City, including our urban planning and design team members Gaurav Srivastava, Rachel Lindt, and Elizabeth Dickson, who will support this on-call contract with planning and design services, as needed.

Diverse Technical Specialties. As a medium-sized firm, Dudek is small enough for project managers to make nimble decisions and stay engaged with you from start to finish. We are large enough that our staff can tackle a spectrum of environmental and planning challenges. Our diverse team of experts understands how to work through projects with environmental issues.

We look forward to continuing our productive working relationship with the City. If you have any questions, please contact Ms. Struglia at 949.373.8318 or rstruglia@dudek.com. This fee estimate is valid for 180 days from the date of this proposal (July 11, 2024); after 180 days, Dudek reserves the right to reassess the fee estimate, if necessary. Dudek states that we are ready to execute the City's Professional Services Agreement form.

Sincerely,


Joseph Monaco, AICP
President and CEO


Rachel Struglia, PhD, AICP
Principal in Charge

Joseph Monaco is authorized to sign on behalf of Dudek.

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B. Company Data

Table 1. Requested Company Data Information

1. Official name and address.	Dudek Headquarters 605 Third Street Encinitas, California 92024
2. Name, address, and telephone number of the Proposer's primary point of contact.	Rachel Struglia, PhD, AICP 27271 Las Ramblas, Suite 340 Mission Viejo, CA 92691 949.293.7034
3. Indicate what type of entity (corporation, company, joint venture, etc.).	Corporation
4. Federal Employer I.D. Number.	95-3873865
5. The address, telephone numbers and authorized email addresses of each of your firm's locations.	Company-wide Authorized Email Address: info@dudek.com 853 Lincoln Way, Suite 105, Auburn, CA 95603 530.887.8500 4900 California Avenue, Tower B, 2nd Floor, Bakersfield, CA 93309 661.843.6765 1001 Bannock Street, Suite 231, Denver, CO 80204 720.894.0184 750 2nd Street, Encinitas, CA 92024 760.942.5147 605 Third Street, Encinitas, CA 92024 760.942.5147 631 Lucerne Avenue, #14, Lake Worth Beach, FL 33460 561.925.5001 970 N Kalaheo Avenue, C206, Kailua, O'ahu, HI 96734 808.892.2000 78-075 Main Street, Suite G-203, La Quinta, CA 92253 760.341.6660 27271 Las Ramblas, Suite 340, Mission Viejo, CA 92691 949.450.2525 1904 Franklin Street, Suite 600, Oakland, CA 94612 510.601.2500 225 South Lake Avenue, Suite 225-M210, Pasadena, CA 91101 626.204.9800 605 NE 21st Avenue, Suite 200, Portland, OR 97232 971.930.1700 3615 Main Street, Suite 103, Riverside, CA 92501 951.300.2100 1810 13th Street, Suite 110, Sacramento, CA 95811 916.443.8335 2280 Historic Decatur Road, Suite 200, San Diego, CA 92106 619.591.1370 1645 South Rancho Santa Fe Road, San Marcos, CA 92078 619.980.7048 3760 State Street, Suite 101, Santa Barbara, CA 93105 805.963.0651 725 Front Street, Suite 400, Santa Cruz, CA 95060 831.600.1400 92 Lenora Street, Suite 108, Seattle, WA 98121 206.738.7902 223 East City Hall Ave. #503, Norfolk, VA 23510 757.530.8500 3133 West Frye Road, Suite 108, Chandler, AZ 85226 760.942.5147
6. A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual.	Dudek is 100% employee owned and the Dudek ESOP trust owns 100% of shares.
7. Number of years Proposer has been in business under the present business name.	Dudek has been under present business name for 18 years, but was founded in 1980.
8. Number of years of experience the Proposer has had in providing required, equivalent, or related services.	44 years

9. Comparable Contracts

The following section demonstrates our extensive experience working on similar and related projects aligned with the scope of work. As an award-winning environmental practice, Dudek has had hundreds of contracts over the past 5 years. We have included the following recent and relevant projects to showcase our expertise and experience with comparable contracts.

VILLAGE AT LAGUNA HILLS

Client/Agency/Developer: Merlone Geier Management LLC

Project Manager: Rachel Struglia, PhD, AICP

Contract Amount: \$314,884

Period of Performance: 2019–2022

Scope of Work/Project Description: Dudek was contracted to prepare the fifth Addendum to the City of Laguna Hills General Plan Environmental Impact Report (EIR) for the Village at Laguna Hills Project, which analyzed the changes in the project since the Five Lagunas Project approval. The Addendum was prepared pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15164. The project is within the scope of the previously certified General Plan EIR, which adequately describes the proposed uses, activities, and development intensity/density for the purposes of CEQA. The project includes the redevelopment of the existing Laguna Hills Mall property through the demolition of approximately 562,653 square feet of the existing mall, construction of approximately 250,000 square feet of new commercial space, construction of 465,000 square feet of offices, construction of 512 additional multifamily dwelling units within five buildings for a total of 1,500 units, a new hotel with 100 to 150 rooms, and construction of ancillary infrastructure, parking, utility, and landscaping improvements. The project and Addendum were approved in March 2022.

FIVE LAGUNAS

Client/Agency/Developer: Merlone Geier Partners

Project Manager: Rachel Struglia, PhD, AICP

Contract Amount: \$268,420

Period of Performance: 2014–2016

Scope of Work/Project Description: Dudek prepared an Addendum to the City of Laguna Hills General Plan EIR for the Five Lagunas project. The project includes the redevelopment of the existing Laguna Hills Mall property through the demolition of approximately 449,000 square feet of the existing mall, renovation of the remaining portions of the mall, construction of approximately 410,000 square feet of new commercial space, construction of 988 multifamily dwelling units within three buildings, and construction of ancillary infrastructure, parking, utility, and landscaping improvements. An Addendum to the City of Laguna Hills General Plan Program EIR (PEIR) for the project has been prepared pursuant to CEQA Guidelines Section 15164. The project is within the scope of the previously certified General Plan, including air quality, greenhouse gas (GHG) emissions, energy, historical resources technical report, archaeological resources assessment, and noise modeling, to support the findings in the Addendum. The project was approved in March 2016.



DISNEYLAND FORWARD

Client/Agency/Developer: City of Anaheim

Principal in Charge: Rachel Struglia, PhD, AICP (Project Manager during PM's leave of absence)

Contract Amount: \$112,430

Period of Performance: 2021–2024

Scope of Work/Project Description: Dudek was contracted in September 2021 to assist the City of Anaheim with third-party review of the Supplemental EIR and associated technical studies for the Disneyland Forward Project. Dudek is reviewing the following technical studies: air quality, GHG emissions, cultural resources, historical resources, sewer capacity, water supply analysis, traffic study, and noise on behalf of the City. The goal of Disneyland Forward is to allow continued, long-term growth of The Disneyland Resort, which would provide flexibility as to the location for permitted uses within the Disneyland Resort Specific Plan No. 92-1 area and at properties within the Anaheim Resort Specific Plan No. 92-2 area owned or leased by Disney or other subsidiaries of The Walt Disney Company. The project would not increase the amount of previously approved square footage of development or hotel rooms in the Disneyland Resort Specific Plan. The project would provide for future streamlined administrative review by the City of Anaheim of Disney's development projects on Disney property. In summary, the project would modify the limits of internal district boundaries within the existing Disneyland Resort Specific Plan perimeter, rename districts within the Disneyland Resort Specific Plan, and establish Overlays for Disney's Anaheim Resort Specific Plan Properties. The project also would facilitate the use of improved technologies, such as energy efficient lighting and small cellular sites, and more low water landscaping that would be applicable to the entire Anaheim Resort.

2022-2025 CONSULTANT TEAM PROGRAM: ENVIRONMENTAL IMPACT ANALYSIS; UPDATED WITH 2024 -2027 ON CALL PROGRAM

Client/Agency/Developer: City of Irvine

Project Manager: Rachel Struglia, PhD, AICP

Contract Amount: \$53,720 for Home 2 Suites Project (up to \$1 million contract ceiling)

Period of Performance: 2022–2027 (with potential two-year extension)

Scope of Work/Project Description: Dudek was selected in May 2022 to be on call for the City of Irvine for environmental impact analyses. To date, Dudek has completed an environmental document for a 172-room Home 2 Suites by Hilton Hotel Project in the Irvine Business Complex. Dudek prepared the air quality, GHG emissions, energy, and noise technical studies to support the findings of the Addendum to the Irvine Business Complex Vision Plan and Mixed-Use Overlay Zoning Code EIR within 4 months. The project was successfully completed and approved in November 2022.

The Dudek team, led by Rachel Struglia, PhD, AICP, is in the process of completing a CEQA document for the expansion of the Maruchan manufacturing facility at 15800 Laguna Canyon Road. The project is expected to go to the Planning Commission in July 2024.

The City has also contracted with Dudek for the Irvine Gateway project, a new residential village with new parks, trails, and special use sites. The project will require an EIR and numerous technical studies, including aesthetics, agricultural resources, air quality, GHG emission, energy, construction health risk assessment, biological resources, cultural resources, geology and soils, paleontology, hazards and hazardous materials, hydrology and water quality, noise, fuel modification plan, wildfire evacuation plan, and transportation.

COSTCO AND VINEYARD II RETAIL DEVELOPMENT

Client/Agency/Developer: Costco Wholesale Corporation

Project Manager: Rachel Struglia, PhD, AICP

Contract Amount: \$695,639

Period of Performance: 2018–2020

Scope of Work/Project Description: The project applicants, Costco Wholesale and Retail Development Advisors, propose to develop an approximately 26.3-acre vacant site in the City of Murrieta. The project would include construction and operation of approximately 225,362 square feet of new development, including a Costco Wholesale (Costco) and gas station and, in adjoining parcels, standalone retail and fitness center buildings and in-line stores, one casual dining restaurant with drive-through and window service, and one drive-through fast-food restaurant. The project would include 1,215 parking spaces adjoining the retail and warehouse uses.

The Costco warehouse would be developed on an approximately 16.4-acre parcel composing part of the site and would consist of an approximately 153,362-square-foot warehouse building with a tire center. A separate gas station parcel of approximately 1.21 acres would be developed with a 32-pump gasoline sales facility with overhead canopy. The fuel facility would contain three underground storage tanks, a fuel additive underground storage tank, fueling stations, and a premanufactured metal canopy. The building surroundings would consist mainly of surface parking with some landscape areas. Parking and drive areas would be paved with either Portland cement concrete or asphalt concrete pavements.

The remaining retail development would be developed on an approximately 7.83-acre parcel on the east side of the future northerly extension of Warm Springs Parkway and would include development of approximately 72,000 square feet of retail buildings on a series of development pads, as follows: 37,000-square-foot fitness center; 16,000-square-foot major retail pad that may include an office store, pet supply store, health and beauty store, shoe store, or other similar retailers; service-oriented retail shops, such as a pickup and drop-off dry cleaner (no plant on site), hair salon, or phone store in 11,900-square-foot and 3,500-square-foot buildings; a 1,200-square-foot casual dining space with drive-through and window service; and a 2,400-square-foot fast-food restaurant with a drive-through.

IRVINE RANCH WATER DISTRICT ON-CALL

Client/Agency/Developer: Irvine Ranch Water District

Project Manager: Rachel Struglia, PhD, AICP

Contract Amount: \$400,000

Period of Performance: 2020–Ongoing

Scope of Work/Project Description: Dudek has held three separate on-call contracts with the Irvine Ranch Water District since 2011 for the preparation of environmental documentation, with the latest contract being reissued in 2020. The project documents range from addendums to mitigated negative declarations (MNDs) on expedited schedules for the following: the Syphon Interim Facilities initial study (IS)/MND, Syphon Interim Facilities IS/MND Addendum No. 1, City of Lake Forest Sports Park and Recreation Center Final EIR Addendum No. 1, City of Lake Forest Sports Park and Recreation Center Final EIR Addendum No. 2, Reservoir Management System and Chlorine Analyzers and Reservoir Mixers/Samplers at Domestic Reservoirs Addendum No. 1, Fleming Zone 8 Reservoir and Pump Station Improvements Project IS/MND, and construction monitoring for Fleming Zone 8 Reservoir and Pump Station, which is ongoing.

10. Any failures or refusals to complete a contract and explanation.	Long Beach Utilities: In October 2023, Dudek and Long Beach Utilities mutually agreed to bring a contract agreement to an early close. This was a proactive decision, initiated by Dudek, with a focus on risk management for the benefit of both parties. Long Beach Utilities has conveyed their appreciation for the work Dudek has provided on the project. Both parties continue to maintain a positive relationship, remain in good standing with one another, and look forward to working together on future projects.
11. Individuals/Firms who own an interest of 10% or greater in the proposing firm.	Dudek is 100% employee owned and the Dudek ESOP trust owns 100% of shares.
12. Financial interests in other lines of business.	Dudek operates its wholly owned subsidiary, Habitat Restoration Services Inc. (HRS).
13. Litigation/Adverse Judgement History.	City of Carlsbad v. Leducor Construction Inc. Project Name: City's Joint First Responder Training Facility Claim Amount: The original claim against all parties (Leducor being the main defendant) was \$4.3 million. Cause of Action: Breach of contract, express and equitable indemnity, and declaratory relief. Other Party Contact: William Plummer 760.602.2768 Role of Proposer: Construction Manager Proposed Project Manager: George Litzinger On June 13, 2016, the City of Carlsbad filed a civil complaint in California Superior Court, County of San Diego, against Leducor Construction Inc. Dudek was named as a co-defendant. The project architect, RRM Design Group, was also later named as a defendant. The suit was related to construction of the City's First Responder Training Center. Dudek served as construction manager for the City on the project. Dudek denied any liability in the matter. The matter has been resolved between the City and Dudek and was dismissed in August 2019. Terra Lago Community Association v. Indo Land Ventures LLC, et al. Project Name: Indio Landmark Lake Design Project Claim Amount: \$25,275 (settled for \$10,000) Cause of Action: Construction defect, design defect, and property damage. Other Party Contact: Karin Schmidt 714.693.6725 Role of Proposer: Lake Liner Lead Proposed Project Manager: Jonis Smith On November 12, 2015, Terra Lago Community Association sued Indio Land Ventures for alleged construction defects arising out of the construction of a residential development complex located in Indio, California. Dudek was named as one of many cross-defendants for its role in preparing the lake-liner design; the other parties were involved in various construction aspects of the lake. Dudek did not participate in any supervision or other construction management activities. Plaintiff initially demanded \$25,275 to settle the claims against Dudek, and their claims ultimately resolved in full for \$10,000. The parties executed a settlement and release agreement, which the Court approved, and the case was dismissed in 2019. Elsinore Valley Municipal Water District v. Water Works Engineers LLC, et al. Project Name: The Railroad Canyon Water Reclamation Facility Yard Piping Project Claim Amount: \$188,116.00 (no claim amount stated) Cause of Action: Negligence, breach of contract, and professional negligence Other Party Contact: Jason Dafforn or Larry Rein 951.674.3146 Role of Proposer: Construction Manager Proposed Project Manager: George Litzinger On November 12, 2021, Elsinore Valley Municipal Water District (the "District") filed a civil complaint against Water Works Engineers LLC (WWE) in California Superior

	Court, County of Riverside, for alleged design defects in a water reclamation facility. The District filed a first amended complaint against WWE on September 26, 2022, for breach of contract and professional negligence. WWE subsequently cross-claimed against the construction firm as well as Dudek (and other firms) for its role as construction manager. Dudek was not involved in the design of the project, denies any liability, and intends to defend itself vigorously. This matter has now been dismissed. Dudek has provided a lead contact to represent all parties for each litigation listed, as there are over 60 claimants between these cases, please reach out to Dudek for more information.
14. Termination of Contract "For Cause" History.	No contracts were terminated for cause in the past 5 years.

C. Resumes and Qualifications of Personnel

Key Personnel Staffing Plan

The Dudek team specifically chosen for this contract has the availability and capacity to provide services on upcoming City projects. Rachel Struglia has relevant, local project management experience and will make this contract a top priority. In addition, Dudek offers the City a team of over 60 additional support personnel who are accessible, committed staff members who are ready to begin work immediately.

Dudek is capable of pulling from our deep bench of over 800-plus subject matter experts with different specialties to accommodate the specifics of any project. We have a flat internal structure, meaning that our deep bench of senior staff, skilled managers, technical experts, and practitioners are available to support Ms. Struglia.

Our team of Dudek staff has been selected specifically based on the needs of the City of Laguna Hills (City). The entire team is located in Southern California; Principal-in-Charge Rachel Struglia is based in Dudek's Mission Viejo office. The team presented in this proposal is committed and available for this contract, with projected availabilities ranging from 30% to 80%.

RESUME

Rachel Struglia, PhD, AICP

PRINCIPAL IN CHARGE / POINT OF CONTACT / QUALITY ASSURANCE/ QUALITY CONTROL

Rachel Struglia is a project manager with 26 years' experience preparing CEQA/National Environmental Policy Act (NEPA) documents in both the public and private sectors. Dr. Struglia is experienced in managing CEQA documents for large infrastructure and development projects. She has also managed General Plan EIRs and Specific Plans, as well as infill, residential, commercial, industrial, and university and K-12 school EIR projects. Dr. Struglia leads Dudek's CEQA practice in Orange County.

Summary of Experience

Village at Buena Park Addendum to the City of Buena Park 2035 General Plan EIR, Merlone Geier Management LLC, Buena Park, California. Served as project manager for the Addendum to the City of Buena Park 2035 General Plan EIR (SCH No. 2009111026). The project applicant, Merlone Geier Management LLC, is planning to redevelop the Sears that closed in February 2020 at the Buena Park Mall located at 8150 La Palma Avenue in the City of Buena Park with 1,302 residential units, including 1,176 multifamily rental units and 126 townhomes, 39,000 square feet of amenity and lobby space, 149,000 square feet of open space, and 2,971 residential parking spaces. No less than 10% of the multifamily units would be affordable as stipulated in the project development agreement. The approximately 25-acre project site is bound by La Palma Avenue to the north, Stanton Avenue to the west, the Buena Park Mall property to the east, and single-family residential to the south. The project



Years with Dudek: 13 **Education**

University of California,
Irvine
PhD, Environmental
Analysis and
Design, 1998
Arizona State University
MS, Justice Studies, 1993
University of Connecticut
BA, Anthropology, 1991
University of California,
Riverside, Extension
Certificate in Educational
Facilities Planning

Certifications

American Institute of
Certified Planners (AICP)

Professional Affiliations

American Planning
Association
Association of
Environmental
Professionals
Orange County Water
Association

site includes the Sears building, auto center, and surrounding parking lots. Dudek prepared the addendum and supporting technical studies, including air quality, GHG emissions, energy, historical resources, archaeological resources, and noise modeling to support the findings in the Addendum. Public controversy surrounded the density and height of the proposed buildings. After two public hearings with hours of public testimony, the project was approved in June 2023.

Facilities Master Plan PEIR, PS17-08, Orange County Sanitation District, Fountain Valley, California. Served as project manager. Dudek was contracted in March 2019 to prepare a PEIR for the Sanitation District's 2017 Facilities Master Plan. The analysis covers projects included in a 20-year Capital Improvement Program to ensure that the Sanitation District can sustain its infrastructure, meet future regulatory requirements, and continue to provide a reliable service to the public. It is composed of projects necessary to upgrade, replace, and rehabilitate aging facilities across the Sanitation District's system in central and northern Orange County. These include facilities at Reclamation Plant No. 1 in Fountain Valley and Treatment Plant No. 2 in Huntington Beach, the sewer collection system, and improvements at various pump stations. The project area spans 15 cities, as well as jurisdictional areas, in the County of Orange. The EIR is a combined Program/Project EIR, including 30 projects that are assessed at the project level and 45 that are assessed at the program level. An innovative aspect of the project is an interactive project map and a web-based approach to public scoping developed by Dudek. This EIR was certified in December 2020, and the first Notice of Determination under the Facilities Master Plan was filed in February 2021.

Costco/Vineyard II Retail Development Project EIR, City of Murrieta, California. Served as project manager for a new retail center, with Costco Wholesale as the anchor, located at the intersection of Interstate (I) 215 and Clinton Keith Road. The 26.3-acre vacant site includes construction and operation of 225,362 square feet of new development, including a Costco Wholesale and gas station, and, in adjoining parcels, standalone retail, fitness center buildings and in-line stores, one casual dining restaurant with drive-through and window service, one drive-through fast-food restaurant, and 1,215 parking spaces. The project was approved by the Planning Commission, appealed to and unanimously approved by City Council, then threatened with litigation that ultimately was not challenged. The EIR was certified in October 2020.

CLIENT HISTORY

As a 44-year-old, multidisciplinary firm, Dudek has served countless clients on various projects. Table 2 demonstrates municipal contracts within the Environmental Planning practice from the last 5 years.

Table 2. Recent Environmental Planning Contracts

Project	Client
On-Call CEQA	City of Fullerton
Irvine Ranch Water District On-Call	Irvine Ranch Water District
On Call Regulatory Permitting and Restoration Services	Orange County Public Works
On-Call Environmental Consulting Services	City of San Clemente
On Call Environmental	City of Anaheim
As-Needed Environmental Services	City of Mission Viejo
On-Call Environmental Site Assessments	City of Santa Ana
Master Services Agreement	Santa Ana Watershed Project Authority (SAWPA)
On-Call Environmental, Technical & Staffing Consultant	City of Costa Mesa
As-Needed Environmental Services	South Coast Water District



Gaurav Srivastava, AICP
TASK ORDER MANAGER

Years with Dudek: 13

Education

Massachusetts Institute of Technology
MCP, City Planning, 2001
School of Planning and Architecture, Delhi
BArch, Architecture, 1997

Certifications

American Institute of Certified Planners (AICP)

Summary of Experience

Housing Incentive Overlay Zone, City of Fullerton, California
Old Town Newhall Specific Plan, City of Santa Clarita, California
Citywide Complete Streets Plan, City of Burbank, California
Mira Mesa Community Plan Update, San Diego, California

Professional Affiliations

American Planning Association
ULI Rose Center for Public Leadership, Faculty Advisor



Laura Masterson
TASK ORDER MANAGER

Years with Dudek: 3

Education

California State University, Fullerton
MS, Environmental Studies, 2011
University of California, Los Angeles
BS, Marine Biology, 2007

Summary of Experience

Irvine Business Complex Vision Plan and Mixed-Use Overlay Zoning Code EIR, City of Irvine, California
Solar Plan Project IS/MND, Riverside Community College District, Norco and Moreno Valley, California
North Hollywood Chlorination Stations and NHOU2IR West Treatment Plant Project IS/MND, Los Angeles Department of Water and Power, North Hollywood, California



Daria Sarraf
TASK ORDER MANAGER

Years with Dudek: 2

Education

University of Southern California MA, Environmental Studies, 2014
University of Southern California BM, Harp Performance (minor of Environmental Studies), 2013

Summary of Experience

The Derby Project EIR. City of Arcadia, California
160 North Cactus Warehouse Project Initial Study/Mitigated Negative Declaration, City of Rialto, California
Carson Gateway Specific Plan Project EIR, City of Carson, California

Professional Affiliations

Association of Environmental Professionals
American Planning Association



Alexander Hardy
TASK ORDER MANAGER

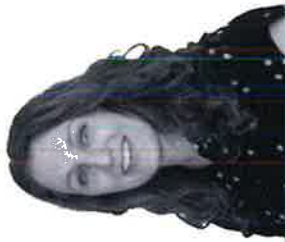
Years with Dudek: 5

Education

San Francisco State University, MA, History (Environmental and Urban History emphasis), 2008
University of California, Berkeley BA, History, 2000

Summary of Experience

As-Needed Environmental Services Contract, San Diego County Water Authority (Water Authority), California
First San Diego Aqueduct Treated Water Tunnels Rehabilitation Project, San Diego County Water Authority, Valley Center, California
Mission Trails Flow Regulatory Structure II and Flow-Control Facility, San Diego County Water Authority, San Diego, California



Rachel Lindt
TASK ORDER MANAGER

Years with Dudek: 2

Education

University of California, Los Angeles Luskin School of Public Affairs Master of Urban and Regional Planning, 2015

Dual Concentration in Design and Development and Transportation Policy and Planning

University of California, Santa Barbara, BA, Art Studio, Honors, 2010

Certifications

American Institute of Certified Planners (AICP), 2019

Summary of Experience

Urban Design and Housing Strategies, City of El Cajon, California

Mixed-Use Overlay Zone, City of Rancho Palos Verdes, California

Accelerating Redevelopment of Commercial Parcels into Sustainable Housing REAP Project, South Bay Cities Council of Governments, Multiple Cities, California

Professional Affiliations

American Planning Association



Chelsea Ohanesian
TASK ORDER MANAGER

Years with Dudek: 4

Education

University of California, Davis
BS, Environmental Policy, Analysis and Planning with emphasis in Water Quality and focus on Wildlife Management, 2012

Summary of Experience

Meridian Gateway D-1 Aviation Center, Meridian Park LLC, Riverside County, California

Riverview Development Project, Integral Communities, City of Santa Clarita, California
Solaris Business Park, Country Club Ventures, City of Escondido, California

Professional Affiliations

American Planning Association - San Diego Chapter



Elizabeth Dickinson, AICP
TASK ORDER MANAGER

Years with Dudek: 3

Education

San Diego State University, MA, City Planning, 2019

University of Montevallo

BA, Business Administration, 2009

Certifications

American Institute of Certified Planners (AICP), No. 34733

Summary of Experience

General Plan Update, City of Newport Beach, California

Comprehensive Zoning Code Update, City of Pico Rivera, California

Firearm Retailer Regulations, City of Burbank, California

Professional Affiliations

American Planning Association

D. Organizational Chart

Dudek has assembled a team of professionals with a distinguished record of producing environmental documents compliant with CEQA. We offer an outstanding team of environmental planners supported by highly competent technical specialists.

The Dudek team provides the full range of technical skills required to prepare environmental documents and related tasks. Our team includes land use planners certified by the American Institute of Certified Planners (AICP), CEQA practitioners, certified environmental scientists, urban designers, land use specialists, transportation planners and engineers, infrastructure engineers, and public participation specialists. The key professionals who make up the Dudek team have experience in and direct knowledge of residential projects in communities similar to the City.

The Dudek team presented in this proposal has been handpicked for this specific contract. Our personnel will be committed to this contract, and no substitution of key team members will be made without prior written consent from the City. Dudek focuses on hiring and retaining the most qualified specialists by taking care of our professionals. As a result, we have low staff turnover and high career longevity, providing the City with a team that will stay with this contract throughout its lifespan. Because our environmental practice maintains a deep bench of qualified staff, we can easily provide a detailed transition plan in the event a personnel substitution is required.

Figure 1 outlines proposed lines of communication for this contract.

Figure 1. Dudek Team Organization



PROJECT MANAGEMENT

**Principal in Charge/
Point of Contact/
Quality Assurance/Quality Control**
Rachel Struglia, PhD, AICP

TASK ORDER MANAGERS

Laura Masterson
Daria Sarraf

Gaurav Srivastava, AICP

Alexander Hardy
Rachel Lindt, AICP

Chelsea Ohanesian
Elizabeth Dickson, AICP

PROJECT TEAM

Aesthetics

Josh Saunders, AICP
Eden Vitakis

**Air Quality, Greenhouse
Gas Emissions, Energy**

Jennifer Reed
Adam Poll, LEED AP BD+C
Matt Morales
Ian McIntire
Collin Paludi

**Aquatic Resource
Delineations**

Vipul Joshi
Megan Enright

Biological Resources

Tommy Molioo
Max Murray
Michael Cady
Galen Hagen

Grant Writing

Jane Gray

Cultural Resources

Adam Giacinto
Jessica Colston
Roshanne Bakhtiari

Historical

Katie Haley
Monte Kim
Fallin Steffen

Geology and Soils

Perry Russell
Eric Schniewind
Tracy Ortega

Urban Planning/Design

Asha Bleier, AICP, LEED AP
BD+C
Catherine Tang Saez, AICP
Erika Kash
Henry Eckold
Kelly Bray
Laurie Grover

GIS Services

Mark McGinnis, GISP
Andrew Greis
Spenser Lucarelli

Habitat Restoration

Jake Marcon
Kyle Matthews

Paleontology

Michael Williams, PhD
Sarah Siren, PG, GISP

**Hazards and Hazardous
Materials**

Glenna McMahon, PE,
CEM
Nicole Peacock, PE, PG,
REA
Audrey Herschberger, PE

**Urban Forestry and
Wildfire Analyses**

Michael Huff, RCA
Noah Stamm

**Hydrology and Water
Quality**

Perry Russell

Noise

Mark Storm, INCE Bd. Cert.
Dana Lodico, PE, INCE Bd.
Cert.
Carson Wong

Transportation

Dennis Pascua
Lisa Valdez
Sabita Tewani, AICP
Mladen Popovic, AICP

Visual Storytelling

Raoul Rañoa

**Editorial/Publications/
Document Control and
Document Management**

Steve Taffolla

E. References

The following references correspond to the relevant projects showcased in **Section B, Company Data**. We welcome your contacting any of the references listed for verification of Dudek's experience and qualifications.

Table 3. Dudek References

Description of Services Provided	Reference
On-Call Environmental Impact Analyses - Two separate on-call contracts, one starting in 2021 and the second one a new contract extending the services to the City through 2027. - Projects have included: Home 2 Suites by Hilton Addendum to the Irvine Business Complex Vision Plan and Mixed-Use Overlay Zoning Code Environmental Impact Report (completed in 2022); Maruchan Expansion Project Addendum to the EIR 540 for Planning Area 31 (to be completed in July 2024); Irvine Gateway EIR and technical studies (ongoing)	City of Irvine Ann Wu, Senior Planner 1 Civic Center Plaza Irvine, California 92606-5207 949.724.6362 awuu@cityofirvine.org
On-Call Environmental Services - Three separate on-call contracts with the Irvine Ranch Water District since 2011 - Projects have included: Syphon Interim Facilities IS/MND, Syphon Interim Facilities IS/MND Addendum No. 1, City of Lake Forest Sports Park and Recreation Center Final EIR Addendum No. 1, City of Lake Forest Sports Park and Recreation Center Final EIR Addendum No. 2, Reservoir Management System and Chlorine Analyzers and Reservoir Mixers/Samplers at Domestic Reservoirs Addendum No. 1, Fleming Zone 8 Reservoir and Pump Station Improvements Project IS/MND, and construction monitoring for Fleming Zone 8 Reservoir and Pump Station	Irvine Ranch Water District Kellie Welch, Water Resources Manager 15600 Sand Canyon Avenue Irvine, California 92618 949.453.5604 welch@irwd.com
On-Call Environmental Assessment and Air Quality Services - On-call environmental and air quality services since 2017 - Projects have included CEQA and NEPA documents, technical reports, and resource surveys for a variety of water and power projects, including As-Needed Biological and Cultural Resources Surveys; Haynes Generating Station Units 3, 4, 5 Demolition Project; San Fernando Valley Groundwater Remediation Support; and Aerial Infrastructure Mapping	Los Angeles Department of Water and Power Jane Hauptman, Environmental Specialist 111 North Hope Street Los Angeles, California 90012 213.367.4211 jane.hauptman@ladwp.com

F. Project Understanding, Overview, and Approach

Understanding

Dudek assists municipalities on a broad range of projects that improve California's communities, infrastructure, and natural environment. From planning, design, and permitting through construction, we move projects through the complexities of regulatory compliance, budgetary and schedule constraints, and conflicting community interests. We have a long history of providing environmental services to municipalities in the County, and know the local environmental resources and agency policies pertaining to resource management, development impact assessment, and mitigation.

With more than 70 successful on-call Southern California municipal contracts, Dudek has built a reputation for providing exemplary supplementary environmental, planning, regulatory, engineering, construction management, operations, and funding expertise, offering municipalities a cost-effective way to accomplish short- and long-term goals. Dudek's project managers are empowered to make nimble decisions and quickly draw from our pool of technical experts, including:

- CEQA/NEPA specialists
- AICP-certified land use planners
- Community planning specialists
- California Department of Fish and Wildlife (CDFW) and U.S. Fish and Wildlife Service (USFWS)-certified biologist
- Registered Professional Archaeologists
- Registered Landscape Architects
- Certified arborists and foresters
- Noise and air quality specialists
- Certified geographic information system (GIS) professionals
- Certified hydrogeologists
- Licensed geologists
- Licensed Professional Engineers (PEs)
- Licensed contractors

We will expand the City's ability to tackle more projects with our skilled staff, and will expedite complex project processing by leveraging our long-standing relationships with regulatory agencies. We will integrate into your team in the most seamless and productive way possible, mobilizing specialized technical professionals quickly to meet City project needs.

Approach

PRELIMINARY REVIEW OF PROJECTS

We can assist the City in early review of planning applications and advise on the type of CEQA document that may be required based on the project description. We can also prepare feasibility studies in case the City or an applicant needs information regarding the types of impacts their project may have.

PREPARATION OF CEQA DOCUMENTS

Dudek has prepared more than 3,700 environmental documents in compliance with CEQA and NEPA for large and small projects throughout California, in addition to managing the environmental review process for many local

agencies on a contractual basis. Completed documents include EIRs, MNDs, negative declarations (NDs), and categorical or statutory exemptions, per CEQA; and environmental impact statements, environmental assessments, categorical exclusions, and findings of no significant impact, per NEPA.

Our team of scientists, planners, landscape architects, economists, and engineers have reviewed hundreds of technical reports to certify the analyses in CEQA/NEPA documents are technically accurate and legally sound. Dudek prepares complete and legally defensible environmental review documents supported by substantial evidence. The Dudek team has participated in all aspects of the environmental review process, including:

- Preparing and managing the Notice of Preparation scoping process
- Conducting third-party review of technical studies/plans
- Conducting site investigations
- Preparing all environmental document drafts and associated technical studies
- Cataloging and managing the response-to-comments process
- Handling/facilitating all aspects of public participation
- Preparing and processing all components of the final CEQA or NEPA document
- Presenting and testifying at Planning Commission and City Council public hearings
- Filing all applicable notices with the appropriate authorities
- Complying with agency regulations

Dudek Services Provided

Services are expected to include (but are not limited to) conducting preliminary review of projects for CEQA purposes; preparing CEQA documents for the City, including, but not limited to, ISs in support of ND/MNDs/mitigation monitoring and reporting programs, addendums to EIRs, EIRs, and Notices of Intent/Preparation/Determination/Exemption; providing peer review of CEQA documents prepared by project applicants; conducting and/or supporting CEQA review for the following potential projects: EIR for Urban Village Specific Plan Amendment, EIR for potential updates/amendments for the Five Lagunas project, EIR for potential projects within the Alicia Gateway Opportunity Area, Upcoming Housing Element Update (RHNA), and potential updates/amendments to the General Plan; reviewing CEQA/NEPA documents from neighboring jurisdictions/agencies; holding required consultations (i.e., Native American Heritage Commission); and conducting scoping meetings.

Dudek has one of California's largest, most experienced teams for CEQA document preparation. Our environmental planners have prepared and processed more than 3,700 CEQA/NEPA documents for a variety of large and small development, restoration, and conservation projects throughout the United States. Combining comprehensive analysis and research-based findings, we provide legally defensible documents that are supported by substantial evidence, none of which have ever been successfully overturned in court. We conduct technically sound assessments and manage environmental review processes in a streamlined, compliant, and straightforward manner.

Dudek's environmental experts work collaboratively with clients; local, regional, state, and federal agencies; and the public to clearly define project objectives, address concerns, and outline appropriate processes. We apply practical CEQA knowledge to comply with current laws, regulations, and case law. Our planners help clients creatively solve regulatory challenges within financial and scheduling constraints.

We produce complete CEQA documents done right the first time. Our environmental planners work with our in-house technical editors and graphic designers to prepare high-quality documents that are clearly organized and easily interpreted by the public, agencies, and decision-makers responsible for future project development.

Dudek performs all CEQA technical studies in-house, in addition to providing relevant services, including Phase I and Phase II Environmental Site Assessments (ESAs), wildfire protection planning, water supply assessments, and water quality management plans. **Table 3** provides an overview of how our qualifications will help the City meet its goals.

Table 4. Dudek Services

Service	Qualifications	Benefits to the City
Air Quality and GHG Emissions 	Dudek's team of 12 full-time air quality technical specialists have prepared air quality and GHG emissions impact analyses for construction and operation of a variety of projects throughout California, including residential and commercial developments. Our team also prepares technically accurate health risk assessments and energy analyses. Dudek has expertise with industry standard emissions estimator and dispersion models and develops tailored approaches per project specifics and applicable analysis framework.	- Our depth of experience allows us to cost-effectively navigate complex air quality/GHG emissions requirements. - In-house staff prepare accurate, legally defensible technical studies to help meet aggressive project deadlines.
Biological Resources 	Our team of more than 50 biologists work and consult regularly with USFWS, U.S. Army Corps of Engineers (USACE), CDFW, and Regional Water Quality Control Board to obtain project-specific permits that keep projects on schedule and in compliance. Our staff includes experts in botany, mammalogy, herpetology, entomology, ornithology, habitat assessment and mapping, spatial analysis, and habitat and wetlands restoration.	- Our biological team provides surveys for the plant and wildlife species across Orange and Los Angeles Counties. - In-house staff have the required state and federal permits to conduct surveys for threatened or endangered wildlife species.
Regulatory Permitting and Coordination 	We prepare comprehensive and easily accessible submittals based on our knowledge of the applicable regulations and our specific experience with the standards and processes of each agency and its local staff. Our job is to know what information needs to be provided, verify the information is complete and accessible, and foresee potential issues so we can help project owners prepare for potentialities.	Experience with local representatives of federal and state resource agencies, including USFWS, USACE, National Marine Fisheries Service, U.S. Geological Survey, and more.
Habitat Restoration 	Our expert staff combine ecological expertise, the ability to synthesize a broad array of data, and the imagination to design and implement practical habitat solutions. We understand the interrelated elements of ecology, construction technology, and government regulations needed to assemble and guide a habitat restoration program to a successful conclusion.	- We offer turnkey solutions to plan, permit, implement, and obtain resource agency approval and final sign-off. - Our site assessments accurately identify opportunities and constraints needed to make sensible, cost-effective decisions.

Table 4. Dudek Services

Service	Qualifications	Benefits to the City
Cultural Resources 	We direct and execute all phases of cultural resources investigations, including surveys, significance determinations, and data recovery mitigation programs. Our capabilities include CEQA and Section 106 of the National Historic Preservation Act documentation, constraints/feasibility analyses, literature overviews and archival research, predictive modeling, field inventories, archaeological sampling, significance and eligibility evaluations, data recovery, monitoring and compliance oversight, mitigation implementation, Native American consultation, and more.	▪ Our archaeologists hold all necessary permits to conduct cultural resources investigations on federal and state lands. ▪ In-house staff are listed professional consultants on local registers and with the Register of Professional Archaeologists.
Built Environment/ Historic Resources 	We specialize in treatment and significance evaluations for historic-era buildings and structures in consideration of the National Register of Historic Places, California Register of Historical Resources, and local-level evaluation criteria and integrity requirements. Our team of nine full-time architectural historians meet the Secretary of the Interior's Professional Qualification Standards for History and Architectural History. We have extensive experience in assessing impacts to significant historical resources for projects that fall under CEQA and Sections 106 and 110 of the National Historic Preservation Act.	▪ Our diverse team of experts understands how to work through projects with historical resource issues. ▪ We have a solid understanding of the regulatory process and develop creative solutions centered on budgetary considerations.
Paleontological Resources 	Our team includes five full-time paleontologists and numerous as-needed paleontological technicians and experts. We provide all necessary paleontological services, including preconstruction surveys, paleontological records searches, standalone paleontology reporting and CEQA document preparation, preparation of paleontological mitigation plans, construction monitoring, fossil identification and significance determinations, sediment screening for microfossils, all aspects of fossil lab work and curation, and accessioning fossils into local museums.	▪ Our full-time paleontological staff have longstanding connections with the Cooper Center in Santa Ana, which is the official Orange County fossil repository. ▪ Our two paleontological principal investigators worked at the Natural History Museum of Los Angeles County and maintain a relationship with museum staff.
Noise and Vibration Studies 	We guide public agencies through assessment of project noise control and sound abatement needs. Our noise experts conduct baseline field noise level surveys, perform predictive analyses with 3D sound propagation models, determine impact evaluation criteria for noisy construction and operational equipment during project planning, and support design of effective mitigation strategies.	▪ We implement a practical, cost-effective approach to help attain compliance with relevant regulations and policies.
Traffic and Transportation 	We provide technical transportation planning and engineering, traffic impact assessment (Vehicle Miles Traveled and Level of Service), engineering design, and CEQA expertise. We quantify project effects using the current methodologies and criteria for project-specific transportation issues. We use advanced analysis and design software, such as Synchro/SimTraffic, PTV Vistro and Vissim, SIDRA (roundabouts), Highway Capacity Software, AutoCAD, and AutoTURN.	▪ In-house transportation group has planners and professional engineers to prepare Transportation Impact Analyses and parking assessments. ▪ We help tackle short- and long-term transportation and parking challenges.

Table 4. Dudek Services

Service	Qualifications	Benefits to the City
Hazards and Hazardous Materials 	We conduct ESAs and remediation to evaluate and mitigate environmental/ hazardous waste liabilities associated with project sites. Our experts have prepared thousands of Phase I and II ESAs for a wide range of project types: agricultural, industrial, residential, commercial, oil fields, schools, renewable energy facilities, transportation rights-of-way, recreational, and open space. We have designed, permitted, and implemented many types of remediation, including dig-and-haul, in-situ chemical oxidation, soil vapor extraction, and pump-and-treat.	▪ In-house team includes licensed environmental engineers, geologists, hydrogeologists, and permitting specialists who have local knowledge and experience. ▪ Extensive knowledge of hazardous waste rules and regulations. ▪ Collaborative relationships with regulators.
Hydrogeology and Water Quality 	We perform hydrologic, hydraulic, and water quality analysis to support a broad range of permitting efforts, including Clean Water Act 401/402/404 permits and CDFW 1600 permits, as well as EIRs and CEQA-related documents. We are familiar with water quality standards/regulations and the ways in which they may affect the construction and operational phases of industrial facilities and linear projects.	▪ In-house team provides proven and complete stormwater, surface water, and groundwater quality resource services. ▪ We coordinate planning, design, and project implementation in a timely and cost-effective manner.
Water Supply Assessments and Utility/Sewer Studies 	We estimate increases in water supply demand, wastewater generation, solid waste generation, and public service demands to evaluate potential impacts to public services and utilities. Using available projection factors, infrastructure Master Plan documents, urban water management plans, and other existing documentation, we conduct assessments for municipalities across Southern California.	▪ In-house environmental scientists and engineers work together to analyze and manage the complete lifecycle of water. ▪ We assess potential impacts to public services from any proposed project.
Wildfire Protection Planning 	Our foresters and fire protection planners are well versed in California's natural landscape fire ecology. We specialize in evaluating the unique fire environment each project site presents; we then use that information to plan for and mitigate against worst-case fire conditions. We have completed hundreds of fire protection plans, obtaining approvals in numerous jurisdictions across Southern California.	▪ In-house fire and forestry staff have decades of experience in Orange County. ▪ Our team includes fire marshals and fire prevention officers as well as fire protection planners, wildfire behavior modelers, and former fire fighters
GIS 	Our experts bring a variety of skills related to data management, cartography, analysis, modeling, enterprise database and application development, and mobile field data collection. We have provided GIS and technological services for more than 30 years and deliver an average of 5,000 GIS analytical tasks completed annually.	▪ Our team's high-quality graphics and data analysis services are available as part of the contract. ▪ We provide practical, cost-effective GIS solutions.
Publications Services 	Dudek's publications team specializes in complete document solutions, helping clients manage complex technical publications under tight deadlines. Prioritizing quality control and on-time delivery, the publications team edits, formats, produces, and delivers between 3,000 and 4,000 documents each year.	▪ We excel at high-volume document production and use a variety of tools to maintain project schedules, producing well-written deliverables on time.

Additional Services

URBAN FORESTRY AND ARBORIST STUDIES

Our urban forestry team is one of the most diverse and experienced in the state. We have more than 20 years' experience working throughout California on various street tree and urban forest projects. We also have extensive experience assisting municipalities with on-call arboricultural consulting and technical services to augment staff expertise or provide additional support. Our urban forestry and arboriculture professionals' varied backgrounds and expertise provide a well-rounded perspective and proven techniques for urban forest assessment, mapping, and management.

We have twenty foresters three of which who specialize in native oak tree planning and management. We analyze project impacts to native oak trees, stands, and woodlands; determine which trees can be preserved and which will require removal; and develop ecologically sensitive oak mitigation plans. Additionally, we have extensive experience creating and/or reviewing oak- and scrub-oak-related arborists' reports.

As technology evolves, our urban foresters devote significant time to remaining current on vital technologies. Our team members include two registered consulting arborists, five certified arborists, one certified forester, one licensed registered professional forester, and one licensed landscape architect.

URBAN PLANNING/DESIGN

Dudek provides urban design services to public and private-sector clients. Our urban designers (all of whom are dually trained architects and city planners) understand that great places derive their success from the synergies of thoughtful urban design, first-rate infrastructure, and excellent mobility. At every scale, we emphasize the importance of rigorous analysis in successful problem-solving and demonstrate that accurately defining the problem is the crucial foundation to solving it.

We are adept at using the latest graphic design, GIS-based, and 3D-modeling software to study existing conditions, test alternative scenarios, and illustrate future change. Effectively communicating improvements and interventions in the urban environment lies at the heart of our work.

Our urban designers place a special emphasis on simple, elegant, and visually compelling graphics to communicate complex technical data, information, ideas, and visions in easy-to-understand formats. We understand that distilling and simplifying complexity (and stripping it of planning jargon) is a critical first step in conducting informed conversations with the public.

Our approach to shaping cities and communities is, at its core, reformist. We know that the planning tenets that have shaped our profession have emerged from an exclusionary worldview, and that it is no accident that our cities find themselves segregated by income, class, race, and ethnicity.

Our urban design team strives to question these long-standing planning frameworks to reveal their follies. We strive to:

- Provide cities with the tools to dismantle policies that used class, race, or ethnicity to explicitly or implicitly determine where people can and cannot live.
- Help cities regain a balanced use of their public realm. For too long, they have surrendered their streets and places to the needs of machines.
- Curb the sprawling, predatory tendencies of human habitation, blind to its impacts on our planet's other occupants.

GRANT WRITING

Dudek understands that grants are an integral part of funding projects, programs, and infrastructure across the United States. In our 17 years of working on grants, our team has supported districts, municipalities, Joint Powers Authorities, and nongovernmental organizations statewide in identifying grant opportunities, scoping competitive projects, and developing technically competent grant applications for the successful award of monies. Dudek staff are well versed in a variety of grant programs, and we work with our clients to strategize in advance of the release of grant solicitations so that projects are ready and competitive. Our team understands that successful applications require a well-rounded project justification, both narrative and technical acumen, and an understanding of the subject matter.

VISUAL STORYTELLING

Dudek's Creative Services group, comprising Design and Layout, Media Production, and Visual Storytelling teams, has extensive experience providing engaging design and visual communications that translate technical subjects and marketing messages effectively. Our designers specialize in developing creative and powerful visuals that communicate complex information to a variety of audiences through infographics, printed materials, 3D renderings, and audio/video presentations. Dudek's Visual Storytelling team specializes in creating simple, elegant, and compelling visuals that communicate complex data and ideas.

VIRTUAL COLLABORATION/PUBLIC ENGAGEMENT

Dudek's technological systems can help expedite projects. We offer an increasing number of tools to facilitate efficient, productive virtual collaboration with our clients, including:

- File sharing/storage via ShareFile, allowing Dudek to store, share, and exchange files with the City
- Document co-authoring that permits simultaneous document collaboration through SharePoint via setup of a client portal
- Client web portals that are custom-built for access via dudek.com and set up according to client and/or project specifications
- Virtual deliverables that are produced and uploaded to the City's online portal and/or another website as specified by the City, saving time and money
- Mobile data collection and reporting that delivers results and analysis directly to the City from the field
- Virtual meetings and presentations using Zoom, allowing real-time, face-to-face video communication and screen sharing with the City

AERIAL SURVEYING AND MAPPING

Dudek's uncrewed aerial systems team has years of experience providing uncrewed aerial vehicle (UAV)-based mapping services. We have mapped more than 1,000,000 acres across North America in the past 7 years using Light Detection and Ranging (lidar), magnetometers, multispectral cameras, and aerial imagery cameras to develop topographic maps, multispectral assessments, color orthophotos, infrared solar panel inspections, construction monitoring projects, and survey-grade as-built site verification maps. By applying the right technology, we deliver data accurately, quickly, and safely for our clients.

Aerial Photogrammetry and Topographic Surveys: We combine new UAV technology with traditional aerial photogrammetry and topographic mapping to deliver highly accurate maps of infrastructure and construction sites that are certified by a licensed professional land surveyor and photogrammetrists.

Infrastructure Inspections: We utilize the latest UAV sensor technology located at a safe distance from assets to provide high-quality inspections.

Quantities Calculations: We utilize quality UAV RIEGL lidar units with high-end inertial measurement units for all of our aerial data collection. This results in the high-quality elevation point clouds. All of our quantities' calculations are tied down to local survey monuments, and surveys are stamped prior to delivery to our clients.

Landslide Monitoring: Dudek has been utilizing UAV lidar and aerial imagery to inspect and monitor landslides for the State of Hawai'i Department of Transportation during several major landslide incidents in 2018 and 2019. Dudek utilized UAV lidar and aerial imagery to document the conditions after the slide and to continually monitor the sites over the 8 months of stabilization construction work through post-construction as built documentation.

Construction As-Built Surveys: Dudek uses high-accuracy aerial imagery and lidar data from UAVs to generate accurate as-built drawings of facilities. All surveys are integrated with local controls and site monuments to tie the surveys to existing engineering design drawings.

Dam and Debris Basin Cleanout Volumes: We combine UAV lidar and aerial imagery to accurately map streams, dams, and debris basins to calculate the volume of debris and types of debris so work orders can be planned with accurate volume calculations.

Project Management Philosophy and Approach

Work under this contract will be task-order based, which requires an organized and communicative contract manager; Dudek offers this through the services of Project Manager Rachel Struglia. Our project management philosophy for this contract is based on lessons learned from as-needed contracts with similar Southern California agencies. Drawing on knowledge from related projects, Dr. Struglia will make decisions that enable continuous forward project momentum.

Dudek's project management approach matches you with an empowered project manager who provides responsive client service and years of experience that aid project efficiency and delivery. Dudek staff take our commitment to client responsiveness seriously, leveraging state-of-the-art technology to maintain productivity and keep our teams connected, both internally and externally. We provide robust virtual support for our clients, maintaining continuity in critical projects across any scenario.

Dudek's organizational structure places clients at the top, with our project management directly supporting you. There is no middle management to slow decision-making processes or hinder your project progress. Project managers are well informed, practiced, and empowered to harness the full resources of our firm. Whether it's a quick phone call or an additional scope element, our project managers can mobilize new approaches, resources, and team members quickly to meet your needs.

Our as-needed staffing helps public agencies cost-effectively:

- Manage technical staffing levels to meet short-term or long-term needs in response to fluctuating workloads
- Quickly access specialized technical expertise to supplement staff for complex projects challenges
- Use contract technical staff with experience working seamlessly as part of municipal staff for positions that interact with the public

We are well versed in the needs of local cities, agencies, and water districts and we bring our depth of technical knowledge, experience, and successful project management approach to each project. Our professionals are trained to understand agencies' processes and apply our expertise within that structure. The result is maximized efficiency without sacrificing valuable time and energy.

Dudek has built a strong reputation for helping public officials effectively progress through California's ever-increasing regulatory maze, providing the appropriate team of experienced scientific, engineering, and regulatory professionals. Our comprehensive approach and experience will provide the City the following:

- **The Right People.** We provide an experienced project manager who will draw from Dudek's 800-plus environmental professionals to bring the appropriate expertise to your project, considering project needs and available budget.
- **Local Understanding.** We hit the ground running, thoroughly researching the issues, discussing with your key staff, and bringing a key understanding of California's regulatory laws and in-depth knowledge of the City's service area and related environmental issues.
- **Strong Reputation with Regulatory Agencies.** Our professional scientists and planners have established strong working relationships with the local staffs of California's regulatory agencies, which is vital for keeping projects moving and obtaining final approvals. We are knowledgeable about the interagency agreements and local regulations involving your project.
- **Cost-Conscious Solutions.** Our staff focus on implementation and are cost conscious. We know the City's budget constraints and will collaborate with your staff to achieve a cost-effective approach for compliance.
- **Collaborative Teamwork.** Our project managers recognize the importance of being part of the City team. We work with staff and customers in a professional, collaborative, and friendly manner.
- **In-Depth Experience.** Our project teams have worked with dozens of agencies on a wide variety of difficult projects. We will provide you and your staff varying perspectives on scoping and cost based on our experience successfully completing hundreds of municipal projects.
- **Prompt Communication.** We provide frequent and regular reporting on key work tasks, meetings, and processes. We get in front of developing problems by keeping you informed when the City staff may need to get involved, and offer alternatives to mitigate unnecessary delays. We respond quickly to requests and emergencies, as needed.
- **Comprehensive Service.** We are a one-stop shop for your regulatory needs. Complementing our array of in-house expertise is our wide network of top-notch teaming partners throughout California. We will provide the City a highly qualified, locally knowledgeable team of professionals who regularly work together to effectively complete difficult environmental and regulatory projects throughout California.

Project Planning and Organization

Dudek leadership takes pride in our open culture and flat management structure, which offers our clients operational flexibility that proves useful when serving high-volume, on-call contracts. Our project managers can nimbly assign staff and can quickly acquire the necessary resources to get projects done, with open communication across our entire organization helping to quickly resolve overlapping priorities. Dr. Struglia will work with our staff of more than 50 CEQA/NEPA practitioners, 60 biologists, 45 cultural resource specialists, and more to bring the appropriate expertise to your project, considering project needs and available budget. She will provide frequent and regular reporting on key work tasks, meetings, and processes. She will get in front of developing problems by keeping the City informed when staff may need to get involved and will offer alternatives to mitigate unnecessary delays. Dr. Struglia is committed to responding quickly to requests and emergencies, as needed.

Proposed Line of Communication

The most effective project manager is one who facilitates the continuous flow of information, data, instructions, and guidance among the City, Dudek team members, and subconsultants. When maintaining this flow, we utilize resources efficiently and minimize wasteful rework. We achieve constant communication through the following:

- Regularly calling or emailing the City's key contact staff person to discuss project milestones, activities, and potential issues
- Holding regular project management meetings with key project staff to coordinate work efforts, monitor task completion, and review budget conformance
- Updating, as necessary, the project description, schedule, work progress reports, and inventories of available data so that all team members are aware of information that may affect their work products and schedules
- Meeting with City staff at design milestones and other strategic junctures
- Diligently documenting issues, action items, and decisions

Project Controls

ON TIME AND WITHIN BUDGET

Dudek has a reputation for consistently delivering projects on time and within budget. We rise to the challenges of meeting tight timelines and, in doing so, have developed an expertise in critical path management, fast-track scheduling, efficient staffing, and workload management. We have achieved this record of on-time performance through the consistent application of several fundamental strategies: early identification of methodologies to be used, determination of existing issues, implementation of an interactive process, and use of consistently applied administrative systems.

Communication is key to a successful project, and Dudek's project manager, Ms. Struglia, will provide monthly or, if needed, more frequent status updates to the City to identify work completed, work underway, and any needs for project data or information.

Dudek uses a variety of tools to maintain budgets, including Deltek software, which allows real-time checking of project time and materials costs and other digital aids to manage projects. Additionally, all of our project managers have been through our internal Project Management Training course and understand the importance of adhering to budgets.

INTERNAL CONTROL MEASURES

Project Planning Tools

Dudek's management team will work together to meet communication goals and keep the project on schedule and budget using the following:

- **Project Kickoff Meeting.** The management team will attend a project kickoff meeting with key team members. This meeting will be critical to the ultimate success of the project, as it provides an opportunity for all parties to discuss the project, review the scope, and formalize key assumptions. Dudek will provide a detailed agenda that addresses project overview, requests for information, communication protocols, budget, and schedule. This meeting will also offer an opportunity to confirm document format

requirements, points of contact, status report details, and any other logistical, technical, or procedural concerns. We approach every project with the understanding that attention on the front end can save substantial time and costs in the long run.

- **Lines of Communication.** After the kickoff meeting, Dr. Struglia will distribute a key contact list to all team members, confirming communication protocols and contact information.
- **Master Deliverables List.** Dudek will prepare a master deliverables list with key document development milestones, such as draft deliverables for review, review periods, and possible meeting dates with the City to resolve comments, if needed. Dudek will also provide the City with a customized style guide to maintain consistency of key project terms, references, format, and style. Dudek uses online meeting tools for collaborative document revisions with City staff and efficient resolution of comments, if needed. Dudek will manage and update the master deliverables list, make it available to all team members, and communicate accurate status updates to the team. Using this tool, Dudek will provide the City project manager with up-to-date status reports as requested.
- **Schedule and Budget Tracking.** The management team will use a schedule-tracking tool to meet important milestones for task orders issued under this contract. Similarly, we will use Deltek software to track all budget line items and deliver an accurate monthly balance for each.
- **Progress Reports.** Dr. Struglia will prepare regular progress reports that will include a list of tasks completed during the period, a list of tasks anticipated during the coming period, a project schedule update, a summary of the schedule, and any outstanding scope of work or information request issues.

Quality Control/Quality Assurance

At Dudek, we know our reputation is defined by the quality of our work, and we take great pride in delivering consistently high-quality plans, documents, and supporting material to our clients. Meeting this standard requires discipline, which is why we implement a rigorous quality assurance/quality control (QA/QC) process for all client deliverables. The cornerstones of our program are described here:

Senior Technical Oversight and Administrative Management

Dudek's QA/QC program consists of senior staff oversight and administrative management. We are committed to engaging in clear communication and cooperation with the City, holding regular conference calls and preparing agendas to assist teams in clarifying any issues and proceeding with the work in a unified manner. We use "check-in meetings" with our project teams to allocate resources properly and according to the City's schedule constraints. When working on several concurrent projects, we identify areas where information sharing can reduce the time, budget, or work needed to produce deliverables.

Document Control

Dudek's QA/QC program involves senior staff review of technical documents combined with the services of a technical editor and publications department to produce high-quality documents done right the first time. Our in-house staff review work products for completeness, accuracy, and coordination in accordance with internal QA/QC guidelines. For construction documents, submittals are reviewed by a senior landscape architect or civil engineer for completeness, accuracy, and constructability prior to delivery to the City.

At the outset of the project, the Dudek technical editing team will create a project-specific style guide to maintain consistency of the terms and nomenclature used in project documents. Dudek will share this style guide with the City to verify that it meets the City's expectations for style and terms. Written work products will be subject to a technical editorial review following the agreed-upon style guide and will be formatted by Dudek's publications staff.

G. Communication Plan

Effective project management requires clear and consistent communication with the City and among project participants. Dudek believes that the most effective project manager routinely initiates the continuous flow of project information, instructions, and guidance.

Principal in Charge Rachel Struglia will continue to communicate with City staff daily to meet goals and keep the project on schedule and budget

Rachel Struglia will keep all task orders on schedule and budget and will maintain the highest level of quality for all deliverables. She will communicate project status updates with other members of the Dudek team and with the City by doing the following:

- Serving as the single point of contact
- Establishing regular check-in meetings with the City's project manager to discuss project milestones, activities, and issues
- Holding regular project management meetings with key project staff to coordinate work efforts, check on task completion, and review budget conformance
- Updating the project scope, schedule, work progress reports, and inventories of available data, as necessary, so all team members are aware of information that may affect their work products and schedules
- Coordinating with the City at strategic junctures for community input

H. Compensation/Payment Schedule

The Compensation/Payment Schedule is submitted per Request for Proposal requirements in a separate sealed envelope.

This fee estimate is valid for 180 days from the date of this proposal (July 11, 2024); after 80 days, Dudek reserves the right to reassess the fee estimate, if necessary.

I. Certificate of Insurance

Is included as Attachment 2

J. Certification of Proposal

Is located as Attachment 1 and 3.

City of Laguna Hills
RFP FOR ON-CALL CEQA CONSULTING SERVICES

ATTACHMENT 2

**CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE
WITH INSURANCE REQUIREMENTS FOR
AGREEMENT FOR PROFESSIONAL SERVICES**

Consultant agrees, acknowledges, understands and is fully aware of the insurance requirements as specified in **Section 5, Insurance Requirements** of the attached sample Agreement for Professional Services (Attachment 4) and hereby accepts all conditions and requirements as contained therein.

Consultant: Dudek
Name (Please Print or Type)

By:  Joseph Monaco, President/CEO
Consultant's Signature & Title

Date: July 11, 2024

This executed form must be submitted with proposal.

City of Laguna Hills
RFP FOR ON-CALL CEQA CONSULTING SERVICES

H) The proposal response includes all of the commentary, figures and data required by this Request for Proposal.

I) The proposal shall be valid for 180 days from May 30, 2024.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct.

Executed this _11_ day of _July_, 2024, at _San Diego_, California.

Name of Proposer: Dudek

By:  _____
(Authorized Signature)

Type Name: Joseph Monaco

Title: President/CEO

Date: July 11, 2024

City of Laguna Hills
RFP FOR ON-CALL CEQA CONSULTING SERVICES

ATTACHMENT 1

NON-COLLUSION AFFIDAVIT

The undersigned represents and certifies that:

1. This Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Laguna Hills or of anyone interested in the proposed contract.
5. Proposer affirms that all statements contained in the Proposal and related documents are true and correct.
6. Proposer has not directly or indirectly submitted the proposal 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 person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. Proposer has not entered into any arrangement or agreement with any City of Laguna Hills public officer in connection with this proposal.
8. Proposer understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct. Executed this 11 day of July , 2024, at San Diego , California.



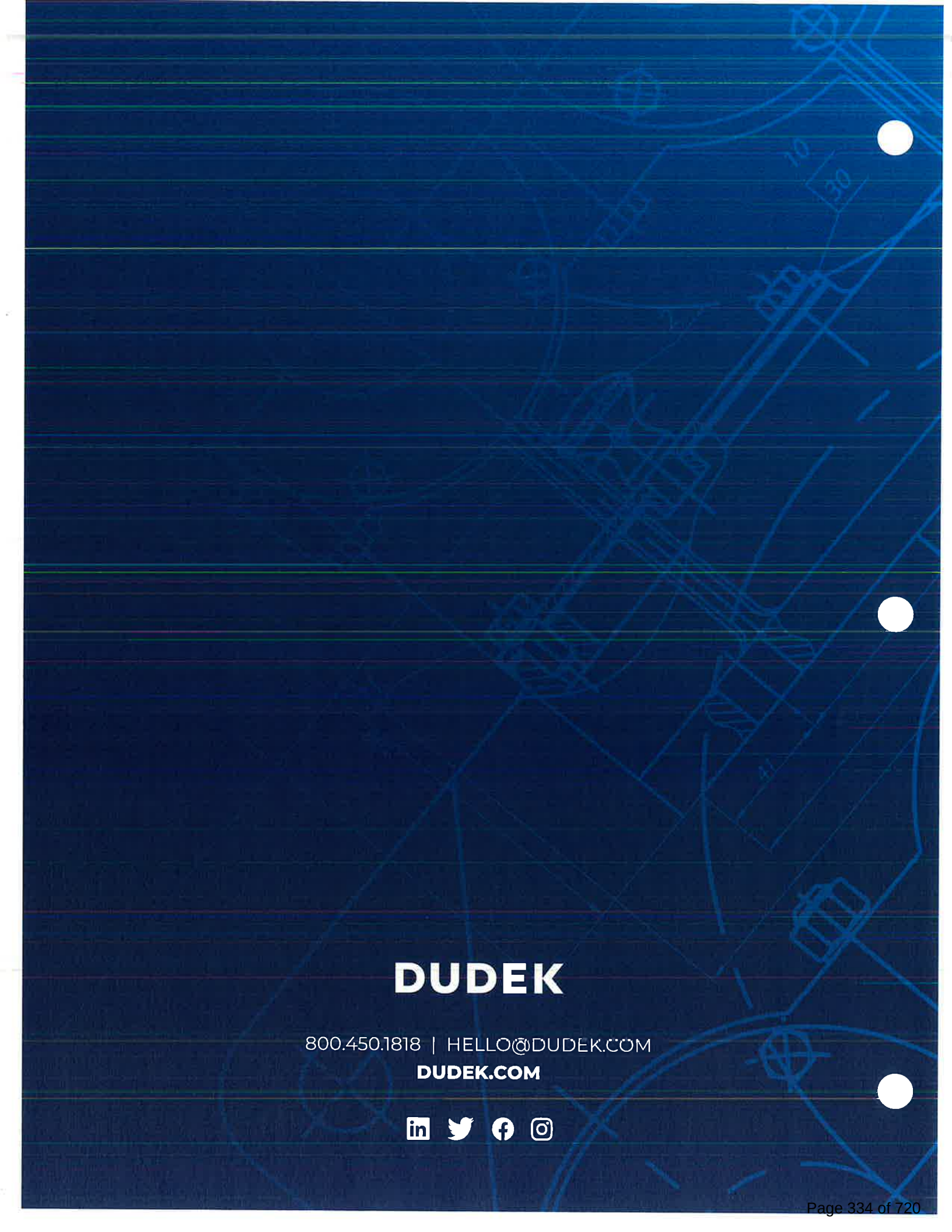
Signature of Authorized Representative

 Joseph Monaco

Name of Authorized Representative

 President/CEO

Title of Authorized Representative

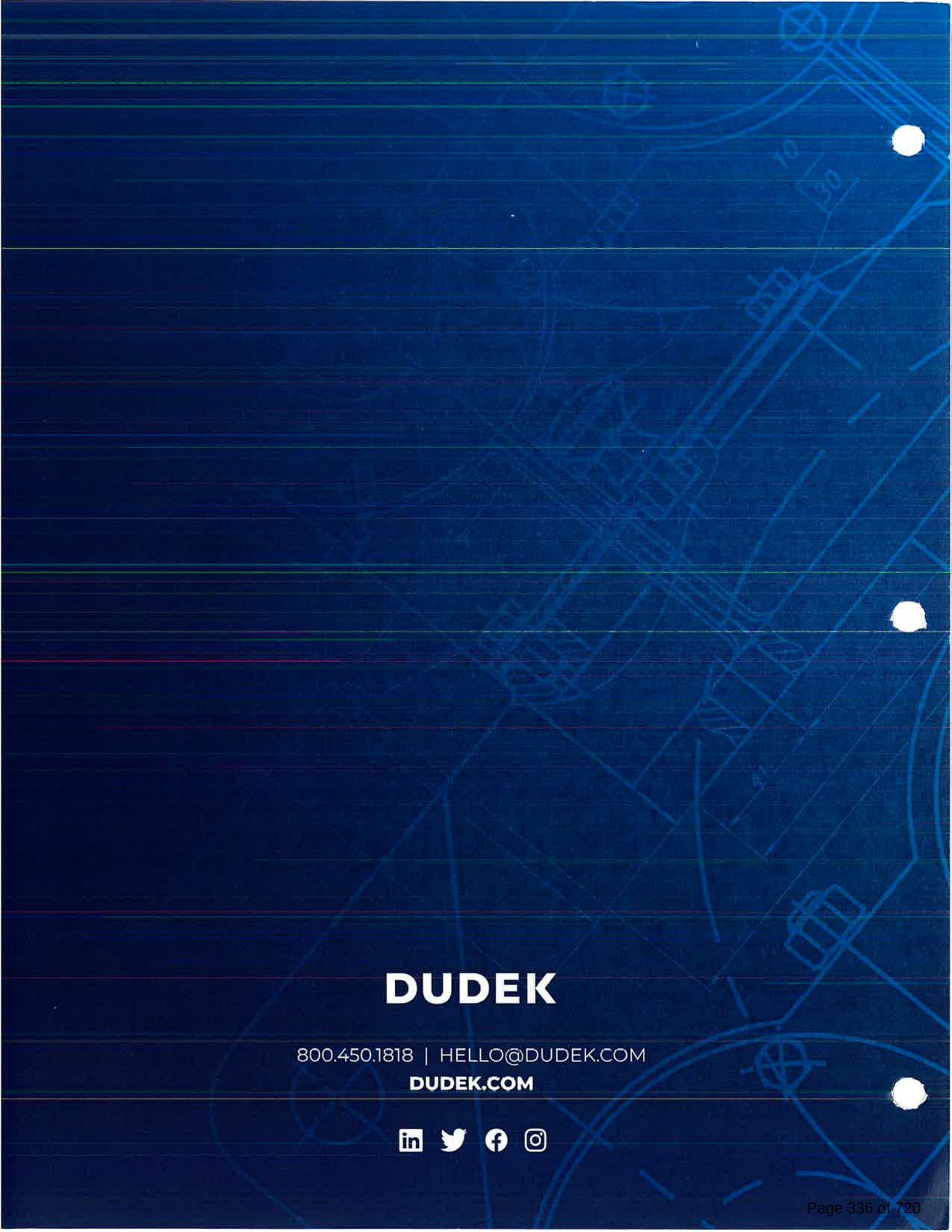


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DUDEK 2024 Standard Schedule of Charges

Engineering Services

Project Director	\$335.00/hr
Principal Engineer III	\$310.00/hr
Principal Engineer II	\$290.00/hr
Principal Engineer I	\$280.00/hr
Program Manager	\$260.00/hr
Senior Project Manager	\$265.00/hr
Project Manager	\$160.00/hr
Senior Engineer III	\$250.00/hr
Senior Engineer II	\$240.00/hr
Senior Engineer I	\$230.00/hr
Project Engineer IV/Technician IV	\$215.00/hr
Project Engineer III/Technician III	\$210.00/hr
Project Engineer II/Technician II	\$200.00/hr
Project Engineer I/Technician I	\$180.00/hr
Senior Designer II	\$200.00/hr
Senior Designer I	\$195.00/hr
Designer	\$180.00/hr
Assistant Designer	\$175.00/hr
CADD Operator III	\$170.00/hr
CADD Operator II	\$160.00/hr
CADD Operator I	\$145.00/hr
CADD Drafter	\$135.00/hr
CADD Technician	\$120.00/hr
Project Coordinator	\$155.00/hr
Engineering Assistant	\$125.00/hr

Environmental Services

Senior Project Director	\$330.00/hr
Project Director	\$285.00/hr
Senior Specialist V	\$260.00/hr
Senior Specialist IV	\$245.00/hr
Senior Specialist III	\$235.00/hr
Senior Specialist II	\$225.00/hr
Senior Specialist I	\$210.00/hr
Specialist V	\$195.00/hr
Specialist IV	\$185.00/hr
Specialist III	\$175.00/hr
Specialist II	\$165.00/hr
Specialist I	\$145.00/hr
Analyst V	\$145.00/hr
Analyst IV	\$135.00/hr
Analyst III	\$125.00/hr
Analyst II	\$115.00/hr
Analyst I	\$105.00/hr
Technician III	\$90.00/hr
Technician II	\$80.00/hr
Technician I	\$70.00/hr

Mapping and Surveying Services

Application Developer II	\$220.00/hr
Application Developer I	\$155.00/hr
GIS Analyst V	\$205.00/hr
GIS Analyst IV	\$170.00/hr
GIS Analyst III	\$150.00/hr
GIS Analyst II	\$135.00/hr
GIS Analyst I	\$125.00/hr
UAS Pilot	\$145.00/hr
Survey Lead	\$235.00/hr
Survey Manager	\$210.00/hr
Survey Crew Chief	\$165.00/hr
Survey Rod Person	\$95.00/hr
Survey Mapping Technician	\$95.00/hr

Construction Management Services

Principal/Manager	\$195.00/hr
Senior Construction Manager	\$155.00/hr
Senior Project Manager	\$205.00/hr
Construction Manager	\$175.00/hr
Project Manager	\$160.00/hr
Resident Engineer	\$130.00/hr
Construction Engineer	\$115.00/hr
On-site Owner's Representative	\$115.00/hr
Prevailing Wage Inspector	\$145.00/hr
Construction Inspector	\$145.00/hr
Administrator/Labor Compliance	\$120.00/hr

Hydrogeology/HazWaste Services

Project Director	\$335.00/hr
Principal Hydrogeologist/Engineer II	\$300.00/hr
Principal Hydrogeologist/Engineer I	\$290.00/hr
Senior Hydrogeologist V/Engineer V	\$265.00/hr
Senior Hydrogeologist IV/Engineer IV	\$255.00/hr
Senior Hydrogeologist III/Engineer III	\$245.00/hr
Senior Hydrogeologist II/Engineer II	\$235.00/hr
Senior Hydrogeologist I/Engineer I	\$225.00/hr
Project Hydrogeologist V/Engineer V	\$215.00/hr
Project Hydrogeologist IV/Engineer IV	\$205.00/hr
Project Hydrogeologist III/Engineer III	\$195.00/hr
Project Hydrogeologist II/Engineer II	\$185.00/hr
Project Hydrogeologist I/Engineer I	\$175.00/hr
Hydrogeologist/Engineering Assistant	\$140.00/hr

District Management & Operations

District General Manager	\$225.00/hr
District Engineer	\$215.00/hr
Operations Manager	\$165.00/hr
District Secretary/Accountant	\$140.00/hr
Collections System Manager	\$140.00/hr
Grade V Operator	\$130.00/hr
Grade IV Operator	\$115.00/hr
Grade III Operator	\$105.00/hr
Grade II Operator	\$85.00/hr
Grade I Operator	\$80.00/hr
Operator in Training	\$75.00/hr
Collection Maintenance Worker	\$75.00/hr

Creative Services

Creative Services IV	\$165.00/hr
Creative Services III	\$150.00/hr
Creative Services II	\$135.00/hr
Creative Services I	\$120.00/hr

Publications Services

Technical Editor IV	\$165.00/hr
Technical Editor III	\$150.00/hr
Technical Editor II	\$135.00/hr
Technical Editor I	\$120.00/hr
Publications Specialist IV	\$125.00/hr
Publications Specialist III	\$115.00/hr
Publications Specialist II	\$105.00/hr
Publications Specialist I	\$95.00/hr
Clerical Administration	\$90.00/hr

Expert Witness – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

The rates listed above assume prevailing wage rates does not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

Revised August 22, 2024

PROFESSIONAL SERVICES AGREEMENT
LSA Associates, Inc.
On-Call Environmental Review Consulting Services

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective the 9th day of October 2024, 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 LSA ASSOCIATES, INC., 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 land use and environmental planning firm to provide environmental review consulting services for the purpose of ensuring that the City complies with all aspects of the California Environmental Quality Act ("CEQA"), as well to provide the City with other as-needed land use, environmental planning, and CEQA review, compliance, and planning and support services that may be required on an as-needed, on-call basis (the "Project").

B. In response to City's Request for Proposals (RFP), dated May 30, 2024, Consultant has submitted to City a proposal, dated July 11, 2024, to provide the City with professional land use planning and environmental review consulting services for the Project pursuant to the terms and conditions of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and technical expertise to provide the professional land use planning and environmental review consulting services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, training, certification, or technical expertise necessary to perform the work and services contracted for herein.

D. City desires to retain Consultant to provide such professional land use planning and environmental review consulting services 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 the professional

land use planning and environmental review consulting services for the Project as set forth in the Proposal/Scope of Work, dated July 11, 2024, 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 Services and Work 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 Proposal/Scope of Work dated July 11, 2024 submitted to the City ("Consultant's Proposal"), which shall both be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal/Scope of Work is attached hereto as Exhibit "A" and is hereby incorporated by reference and 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 (Exhibit "A").

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 elected and appointed 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 elected and appointed 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. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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 the Consultant's Proposal/Scope of Services (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 professional 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 Five Hundred Thousand Dollars (\$500,000.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings deemed reasonably necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. 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 Optional CPI Adjustment. The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from October 9, 2024 through October 8, 2026). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any

fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

2.4 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.

2.5 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 term of this 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, or on each task order, if applicable, 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, pandemics, 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 upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on October 9, 2024 and ending on October 8, 2029, unless extended by mutual written agreement of the Parties.

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

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 to make all decisions in connection therewith: **Ryan Benslev, AICP, Principal in Charge**. 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. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

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 as required by law 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.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars (\$2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. Intentionally omitted.

2. If the policy of insurance is written on a "claims-made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

3. In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Work or Services under the terms of this Agreement.

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 and hold the City, its elected and appointed officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. 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. 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.

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. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the

project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

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. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 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.

8.6 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.

8.7 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.

8.8 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 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 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

To Consultant: LSA Associates, Inc.
Attention: Ryan Bensley, Principal in Charge
3210 El Camino Real, Suite 100
Irvine, California 92602
Telephone: (949) 553-0666

10.3 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.

10.4 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.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 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.

10.7 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.

10.8. 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.

10.9 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.

10.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[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

JARAD L. HILDENBRAND,
City Manager

ATTEST:

(SEAL)
JENNIFER LEE, City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"
LSA ASSOCIATES, INC., a California
corporation

By: Anthony Petros
Anthony Petros
Chief Executive Officer

By: Justin Cary
Justin Cary
Chief Financial Officer

EXHIBIT "A"

**CONSULTANT'S PROPOSAL/ SCOPE OF WORK
FOR
ON-CALL ENVIRONMENTAL REVIEW CONSULTING SERVICES**

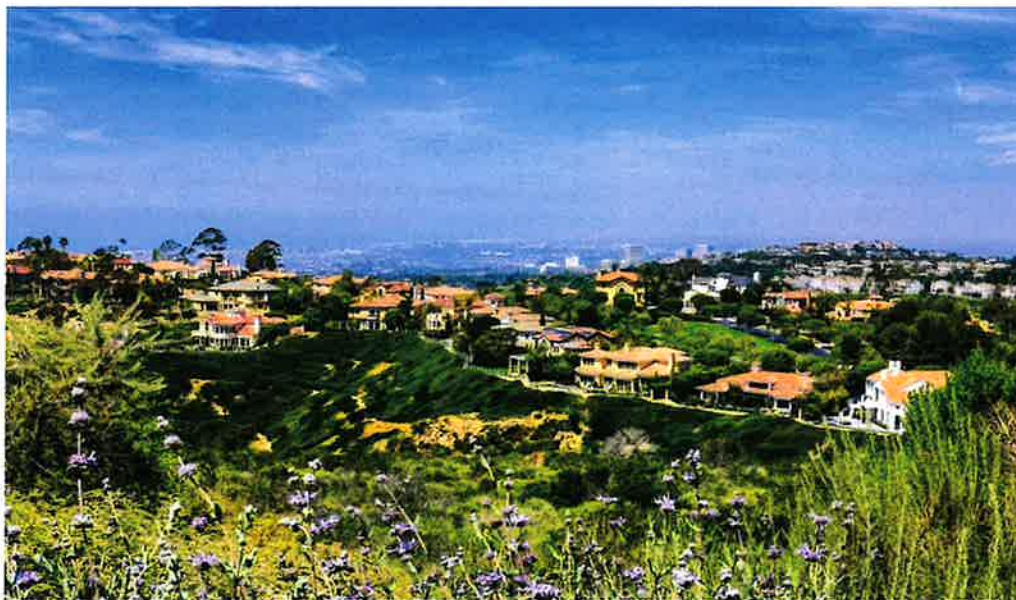
DATED: JULY 11, 2024

SCOPE OF SERVICES FOR PROJECT
INCLUDING,
SCHEDULE OF PERFORMANCE
AND
SCHEDULE OF COMPENSATION/ FEES



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A. Cover Letter

July 11, 2024

Jay Wu, Senior Planner
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Statement of Qualifications for On-Call CEQA Services

Dear Mr. Wu:

LSA is pleased to submit our Statement of Qualifications for On-Call California Environmental Quality Act (CEQA) Consulting Services for the City of Laguna Hills (City). Given our knowledge and current experience working with agencies around the City as well as various cities in Orange County and Los Angeles County, we are confident that we can provide technically thorough and legally robust environmental documentation pursuant to the requirements of CEQA. LSA understands that the City is seeking qualified consultants to provide CEQA services on an on-call basis and that expected services may include, but are not limited to, the preparation of project-related CEQA documents (including Initial Studies [ISs], Negative Declarations [NDs], Mitigated Negative Declarations [MNDs], Mitigation Monitoring and Reporting Programs [MMRPs], and Environmental Impact Reports [EIRs]), addenda to previous CEQA documentation, and peer review of environmental and technical documentation prepared by third parties. ***Some of LSA's key strengths are as follows:***

LSA's Primary Point of Contact:

Chris Jones, AICP, Associate - Senior Environmental Planner

Role: Project Manager /

Primary Point of Contact

Chris.Jones@lsa.net

*This contract will be managed from
LSA's Headquarters located
in Irvine, CA*

3210 El Camino Real, Suite 100
Irvine, CA 92602
T: (949) 553-0666

Technical Expertise: LSA is able to provide a full spectrum of services necessary to prepare and review CEQA documentation. We are thoroughly familiar with the processes, procedures, and technical requirements of CEQA. This expertise includes nearly 50 years of experience with coordination with local, State, federal, and other governmental agencies; preparing and processing environmental documents and technical studies; managing public participation programs; and issuing necessary legal notices and incorporating them into the relevant planning process.

Experience throughout Orange County: Our proposed team is familiar with the issues that are important to the residents of Laguna Hills and Orange County, and we have the ability to customize our environmental assistance accordingly. **LSA has provided similar as-needed environmental services to the Cities of Huntington Beach, Cypress, Norwalk, Costa Mesa, Newport Beach, Santa Ana, Laguna Niguel, Laguna Woods, Irvine, and Anaheim.** Additionally, our team has extensive experience providing similar environmental services throughout Los Angeles County.

Availability: LSA's senior project management team, **Ryan Bensley, AICP (Principal in Charge)** and **Chris Jones, AICP (Project Manager/Primary Point of Contact)**, will lead every task order/project from beginning to end. Mr. Bensley currently serves as the Principal in Charge for LSA's on-call contracts with the Cities of Huntington Beach, Costa Mesa, Cypress, and Norwalk. Mr. Jones serves as a Project Manager for projects currently being completed through LSA's on-call contract with the City of Cypress and Laguna Woods.

As-Needed Experience: As an on-call environmental services consultant, LSA currently holds nearly 850 active contracts, around 100 of which are on-call contracts with public and private entities throughout the State. This depth and breadth of experience has contributed to LSA's comprehensive understanding of the skills necessary to manage on-call contracts and multiple task orders. LSA understands that an as-needed assignment requires an "as-needed" obligation which has resulted in the successful completion of numerous environmental review documents under contract to lead agencies for residential, infill, mixed-use, commercial, recreational, industrial, transit-oriented development, and public works-related projects.

We are confident that we can provide the essential project management, strategic thinking skills, and multidisciplinary technical knowledge the City seeks. We submit this proposal with a great deal of enthusiasm and look forward to providing the City with CEQA services on an as-needed basis. Should you have any questions, please contact our designated Project Manager/Primary Point of Contact, Chris Jones, AICP, at (949) 553-0666 or Chris.Jones@lsa.net.

Sincerely,

LSA Associates, Inc.



Anthony Petros
Chief Executive Officer (CEO)



Ryan Bensley, AICP
Principal in Charge



B. Company Data

1. Official Name and Address

LSA Associates, Inc.
3210 El Camino Real, Suite 100
Irvine, CA 92602
(949) 553-0666 / lsa.net

2. Primary Point of Contact

Chris Jones, AICP
Project Manager / Associate Environmental
Planner
3210 El Camino Real, Suite 100
Irvine, CA 92602
(949) 553-0666
Chris.Jones@lsa.net

3. Type of Entity

LSA is an S-Corporation, incorporated in the State of California

4. Federal Employer I.D. Number

94-2341614

5. Firm Locations

Irvine – Orange County

3210 El Camino Real, Suite 100
Irvine, CA 92602
(949) 553-0666
Irvine@lsa.net

Riverside – Inland Empire

1500 Iowa Avenue, Suite 200
Riverside, CA 92507
(951) 781-9310
Riverside@lsa.net

Clovis – San Joaquin Valley

2565 Alluvial Ave., Suite 112
Clovis, CA 93611
(559) 490-1210
Clovis@lsa.net

Los Angeles – Los Angeles County

360 East 2nd Street
Los Angeles, CA 90012
(213) 407-1455
Losangeles@lsa.net

Palm Springs – Coachella Valley

3111 E. Tahquitz Canyon Way,
Suite 123
Palm Springs, CA 92262
(760) 416-2075
PalmSprings@lsa.net

Point Richmond – Bay Area

157 Park Place
Point Richmond, CA 94801
(510) 236-6810
PointRichmond@lsa.net

Carlsbad – San Diego County

2292 Faraday Avenue, Suite 71
Carlsbad, CA 92008
(760) 931-5471
carlsbad@lsa.net

San Luis Obispo – Central Coast

285 South Street, Suite P
San Luis Obispo, CA 93401
(805) 782-0745
SanLuisObispo@lsa.net

Roseville – Sacramento Area

1504 Eureka Road, Suite 310
Roseville, CA 95661
(916) 772-7450
Roseville@lsa.net

*LSA's local Irvine Office is only 10
miles from the City's offices.*

*We have provided CEQA
documentation and environmental
planning services throughout Orange
County & Los Angeles County for more
than four decades.*





6. Ownership

LSA is not totally or partially owned by another business organization or individual. The firm is a 100% employee-owned firm (ESOP).

7. Number of years in business under the present business name

48 years in business

8. Number of years of experience providing required, equivalent, or related services

48 years in business

9. Project Experience

On Call Experience with Similar Contracts in the Last 5 Years

LSA currently holds nearly 850 active contracts, with approximately 100 on-call contracts with public and private entities throughout the State. A complete list of current on-call contracts is included below.

Primary Client	Name/Purpose of Contract	Start Date	Contract Expiration Date
Anser Advisory	Phase VIII-1 Groundwater Protection & St	10/31/2022	12/25/2024
Beaumont Point Partners LLC	As Needed GHG Analysis Services	4/8/2022	12/25/2024
BKF Engineers	2021-2023 CIP Lake Forest On-Call	6/11/2021	12/20/2024
C3 Development	C3 Development: On-Call	12/4/2023	9/30/2024
California Department of Transportation	Caltrans D12 On-Call Biological Services	9/30/2021	10/24/2025
Carollo Engineers, Inc.	Carollo: SPERSS Grant Support On Call	9/8/2023	8/22/2024
City of Anaheim	Anaheim On-Call Transportation Planning	11/3/2022	12/7/2024
City of Anaheim	On-Call Environmental AGR-11588	9/16/2019	8/22/2024
City of Berkeley	On-Call Environmental Review	7/11/2019	6/30/2025
City of Costa Mesa	Costa Mesa: On-Call Env/Traffic	2/15/2023	6/30/2025
City of Cypress	City of Cypress On-Call Environmental	10/11/2021	10/11/2026
City of Cypress	Oxford Place	12/6/2017	12/25/2024
City of El Cerrito	El Cerrito: CEQA On-Call	11/1/2023	10/6/2026
City of Fairfield	Fairfield PW 2020-2023 On-call	7/8/2020	7/2/2025
City of Foster City	Foster City: CEQA On-Call MSA	9/19/2023	9/19/2028
City of Fremont	Fremont On-Call	12/14/2020	12/8/2025
City of Hayward	City of Hayward: On-Call Environmental	10/13/2023	10/13/2026
City of Hayward	On-Call Transportation Consulting Servic	4/12/2021	9/2/2024
City of Huntington Beach	City of Huntington Beach On-Call Environ	4/5/2022	4/5/2025
City of Irvine	City of Irvine 2022-2025 On-Call for Tra	7/1/2022	6/30/2025
City of Irvine	City of Irvine: 2024 On-Call Program	6/5/2024	6/30/2027
City of Laguna Beach	Laguna Beach 2023-2026 On-Call	7/5/2023	6/30/2026
City of Laguna Niguel	On-Call Professional Traffic/Parking Con	9/17/2020	6/30/2025
City of Laguna Niguel	On-Call California Environmental Quality	6/19/2020	6/30/2025
City of Laguna Woods	Laguna Woods Environmental Planning	7/3/2023	6/30/2028



Primary Client	Name/Purpose of Contract	Start Date	Contract Expiration Date
City of Laguna Woods	Laguna Woods On Call Environmental Plann	12/1/2021	6/30/2028
City of Lake Forest	City of Lake Forest Environmental On-Cal	10/20/2021	10/19/2024
City of Los Angeles	City of Los Angeles Recreation and Parks	1/25/2021	9/2/2024
City of Los Angeles	On-Call Environmental Specialty Studies	9/30/2021	9/30/2026
City of Los Angeles	On-Call Environmental Documentation Cons	9/29/2021	9/24/2026
City of Los Angeles Department of Planning	LA Planning On-Call	1/17/2020	1/6/2025
City of Menifee	Menifee: RFQ Planning Department	7/30/2022	8/2/2025
City of Millbrae	Millbrae As-Needed Env	7/23/2021	4/23/2025
City of Milpitas	Milpitas: On-Call Environmental	10/20/2023	2/12/2028
City of Murrieta	Murrieta Environmental On-Call Services	6/20/2023	6/30/2026
City of Napa	City of Napa On-Call Environmental Consu	9/30/2021	9/30/2024
City of Napa	On-Call Biological Resource Monitoring	3/9/2018	12/25/2024
City of Newport Beach	On-Call Professional Engineering Serv	4/22/2021	8/23/2026
City of Norwalk	City of Norwalk On-Call	1/2/2024	1/2/2027
City of Porterville	City of Porterville On-Call	11/10/2022	10/18/2025
City of Redwood City	Redwood City On-Call Environmental Servi	6/15/2022	7/1/2025
City of Riverside	CEQA Services for Various Large Projects	9/6/2019	11/22/2024
City of Rocklin	Rocklin: PW On-Call	2/4/2024	2/4/2027
City of San Carlos	SanCarlos: On-Call CEQA	12/6/2022	12/21/2025
City of San Luis Obispo	On-Call Planning and Environmental Servi	4/1/2022	4/19/2027
City of San Luis Obispo	CIP Env. Services On-Call	11/12/2018	12/11/2024
City of San Ramon	San Ramon On Call 2021-2023	9/24/2020	12/31/2024
City of West Sacramento	West Sacramento On-Call Environmental	9/16/2022	10/31/2025
County of Fresno	County of Fresno On-Call Arch. and Eng.	8/1/2022	8/8/2028
County of San Bernardino	SBC-LUSD On-Call Planning Services	11/19/2019	11/18/2024
County of San Diego	As-Needed Advanced Planning Sustainabil	6/26/2020	1/31/2025
County of Santa Clara	Santa Clara County Historic On-Call	9/30/2015	6/30/2025
County of Santa Clara	Santa Clara County Cultural Resources On	12/23/2020	12/31/2024
Department of General Services	Environmental Services - Coastal Califor	5/9/2018	12/31/2024
Department of General Services	DGS: Environmental Services Retainer	5/31/2024	5/31/2029
Dudek	Dudek: Caltrans D8 On-Call Bio	1/4/2024	9/30/2028
ENGEO Inc.	On-call Fuel Events and Nesting Bird Sur	3/14/2022	12/25/2024
ENGEO Inc.	ENGEO: GHAD On-call	7/3/2023	12/25/2024
EPD Solutions, Inc.	Various Task Orders for EPD	3/1/2022	1/20/2025
GPA Consulting	Caltrans District On-Call Environmental	6/20/2022	8/31/2025
HNTB Corporation	Caltrans District 7 On-Call Env Generali	4/1/2022	12/31/2024
HydroScience Engineers	HydroScience Engineers MSA	8/22/2022	12/31/2025
Irvine Ranch Water District	On-Call CEQA/Nepa Consultant Services	4/8/2020	12/25/2024
Jacobs Civil Inc.	Jacobs: CalTrans D4 On-Call 0456509	6/5/2023	8/31/2025
Mark Thomas & Company, Inc.	Mark Thomas: POLA Env On-Call	4/14/2023	1/23/2026
MBC Aquatic Sciences	LADWP On-Call Services	9/10/2020	8/12/2025



Primary Client	Name/Purpose of Contract	Start Date	Contract Expiration Date
Midpeninsula Regional Open Space District	Midpen-On-Call Biological Services	3/21/2023	3/31/2025
Monterey County	On-Call Environmental Planning & Consult	2/1/2022	1/31/2025
PBS Engineering and Environmental	PBS On-Call	6/22/2022	4/26/2025
Provost & Pritchard Consulting Group	Provost & Pritchard: On-Call Environmental	5/8/2024	12/31/2024
Rancho California Water District	RCWD: On-Call Biennial Consulting	9/18/2023	7/25/2025
Recurrent Energy	Recurrent Energy: On-Call	8/16/2023	12/25/2024
RS & H Inc.	Sacramento County Planning On-Call 2022	8/30/2021	1/31/2025
RS & H Inc.	RS&H: Sonoma County On-call	1/11/2023	12/5/2027
RS & H Inc.	RS & H: Fresno ATCT On-Call	7/17/2023	12/25/2024
San Diego Unified Port District	As-Needed Long Range Planning Services A	7/16/2020	6/30/2025
San Joaquin Council of Governments	SJCOG On-Call Bio Services	6/14/2010	12/25/2024
San Joaquin Council of Governments	SJCOG: SJCOG On-call	1/1/2023	1/1/2027
Sonoma County Regional Parks	Sonoma County As-Needed Environmental Se	7/29/2019	7/9/2024
South Coast Water District	SCWD: On-Call Environmental	1/26/2023	1/26/2026
Stantec	Stantec: TJPA Archaeology On-Call	9/28/2023	12/25/2024
T.Y. Lin International	SANDAG On-Call A&E Contract S882176	8/3/2022	7/11/2027
T.Y. Lin International	T.Y. Lin: HSR M-F On-Call Environmental	1/2/2023	4/13/2026
Taylor Morrison	On-Call Biological Services	11/27/2019	12/31/2024
Town of Moraga	Town of Moraga: On-Call Environmental/CE	12/1/2022	2/22/2028
Transportation Corridor Agencies	TCA Environmental On-Call	4/9/2020	2/28/2025
University of California San Francisco	UCSF On-Call Environmental Planning SOQ	8/5/2022	10/26/2025
WSP USA, Inc.	On Call I-5 Managed Lane Project	3/1/2022	11/15/2024
WSP USA, Inc.	WSP: Amtrack On-Call	3/1/2024	4/30/2026

The selective sample projects presented below exhibits LSA's depth of experience managing on-call contracts with public agencies throughout Southern California.

City of Huntington Beach, On-Call Environmental (CEQA) Services (2018–Ongoing)

Scope of Work: LSA has been under contract with the City of Huntington Beach since 2018 providing on-call California Environmental Quality Act (CEQA) consulting services and has been delivering environmental documentation services in compliance with State regulations to the City. All work performed under this contract has been completed on schedule and within budget. Two of the awarded projects include the following.



Bella Terra Residential Project EIR Addendum (2021–2022)

Project Description: LSA prepared an EIR Addendum for this project, which would redevelop a section of the Bella Terra shopping center by demolishing approximately 149,000 square feet of retail space and replacing it with a seven-story mixed-use infill project with approximately 300 apartment units, 25,000 square feet of new retail, a three-level parking structure, and associated hardscape, landscaping, and related improvements. Key environmental issues included aesthetics, noise, and traffic. The Huntington Beach City Council adopted the EIR Addendum and approved the project in November 2022.

Project Manager: Ryan Bensley, AICP

Developer: DJM Capital Partners

Cost of Construction: n/a –
Construction has not begun

Size of Project: 3.42 acres

Seacliff of Huntington Beach Inspired Senior Living (Assisted Living/Memory Care Facility) IS/MND (2019–2020)

Project Manager: Ryan Bensley, AICP

Developer: SBLP Huntington Beach, LLC

Cost of Construction: n/a – Currently Under Construction

Size of Project: 6.57 acres

Project Description: LSA prepared the Initial Study/Mitigated Negative Declaration (IS/MND) for the Seacliff of Huntington Beach Inspired Senior Living project, which involved the demolition of one of the office buildings at Seacliff Office Park and the development of a three-story, 226-unit senior assisted-living facility. The project required the removal of a man-made water feature in the center of Seacliff Office Park. LSA prepared an Air Quality and Greenhouse Gas (GHG) Emissions Analysis, a Noise Impact Analysis, a Trip Generation Memorandum, a

Biological Resources Technical Memorandum, and an Historic Resources Evaluation (HRE) for the project. LSA also assisted the City of Huntington Beach with Native American Consultation per Assembly Bill (AB) 52. LSA also conducted a cultural resources records search and a paleontological resources fossil locality search. Key environmental issues analyzed in the IS/MND included geology and soils, hazards and hazardous materials, historic resources, and tribal cultural resources. LSA also completed a review of the traffic and circulation analysis. The IS/MND was adopted, and the project was approved by the Huntington Beach Planning Commission in October 2020.

City of Laguna Woods, As-Needed Environmental Planning Services (2021–Ongoing)

Scope of Work: LSA has been under contract with the City of Laguna Woods since 2021 to provide as-needed environmental planning services. Over the past 2 years, LSA has prepared various sections of the City of Laguna Woods' proposed Housing Element Update as well as supporting environmental documentation and has prepared an update to the City of Laguna Woods' locally adopted CEQA implementation procedures.



Bolsa Chica Senior Living Community Project (2022–2023)



Project Description: LSA prepared the Initial Study (IS) and the Environmental Impact Report (EIR) for the Bolsa Chica Senior Living Community Project, which involves the construction of a

five-story, 213-unit senior living community on a 3.1-acre parcel at the corner of Bolsa Chica Street and Warner Avenue. The project would involve demolition of the two existing commercial buildings and associated infrastructure. In addition to preparation of the IS, technical analyses, and EIR, LSA also assisted the City of Huntington Beach with the project scoping meeting and Notice of Preparation. The project was approved by the Planning Commission in September 2023.

Project Manager: Ryan Bensley, AICP

Developer: Hines

Cost of Construction: n/a –
Construction has not begun

Size of Project: 3.1 acres

Program EIR for General Plan and Zoning Code Update (2021–Ongoing)

Project Description: LSA prepared the Program EIR in support of the proposed General Plan and Zoning Code update that would create four new overlay zoning districts that would allow housing development, apply one of the four new overlay zoning districts to each of the 17 potential housing sites identified in the City of Laguna Woods' 2021–2029 Housing Element, and change the General Plan land use designation and zoning on 12 properties to better correlate existing uses with land use designations and zoning. The Program EIR also evaluates the potential environmental impacts associated with an update to the City of Laguna Woods' General Plan Circulation Element and Noise Element to ensure internal consistency with the City of Laguna Woods' General Plan Housing Element.

Project Manager: Chris Jones, AICP

Developer: n/a

Cost of Construction: n/a

Size of Project: n/a

City of Cypress, On-Call Planning and Environmental Services (2016–Ongoing)

Scope of Work: LSA has been under contract with the City of Cypress since 2016 for on-call planning and environmental services and has been providing environmental documentation services in compliance with State regulations for infill development and residential, commercial, and institutional development projects. Two of the recently completed projects include the following.

Cypress Town Center Project EIR (2020–2021)



Project Description: LSA prepared an EIR that addressed the potential environmental impacts associated with the Cypress Town Center Project. The project was on a 7-acre site

used as a parking lot. The project included the development of a multifamily residential community consisting of 135 dwelling units. The layout of the project was a paseo-style community with a large, central open-space area that would include a pool and landscaped areas for other active and passive recreation uses. Required discretionary approvals included a Vesting

Project Manager: Ryan Bensley, AICP

Developer: Shea Properties

Cost of Construction: n/a –
Construction has not started

Size of Project: 7 acres



Tentative Tract Map and a Design Review Permit. Key environmental issues the EIR analyzed included hydrology and traffic impacts. LSA completed the following technical analyses in support of the EIR: an Air Quality and GHG Analysis, a Biological Resources Analysis, a Noise and Vibration Analysis, and Cultural and Paleontological Resources Analyses. LSA also completed a peer review of the traffic and circulation analysis prepared by the applicant's consultant. The Cypress City Council certified the EIR and approved the project in May 2021.

Cypress City Center EIR (completed in 2020)



Project Description: LSA recently prepared an EIR for this project, which included the development of a five-story hotel with up to 120 rooms, approximately 20,800 square feet of retail and restaurant uses, a four-

story residential component with up to 251 apartment units, and a recreation courtyard and dog park open to the public. The project also included a 43,200-square-foot movie theater or grocery store. The project required the following approvals from the City: (1) an Amendment to the Cypress Business and Professional Center Specific Plan, (2) a Tentative Parcel Map, (3) a Conditional Use Permit, and (4) a Development Agreement between the City and the applicant. Key issues the EIR evaluated included traffic, air quality, GHG emissions, and hydrology and water quality. LSA also assisted the City of Cypress with Native American Consultation per AB 52 and Senate Bill (SB) 18. The Cypress City Council approved the project in May 2020.

Project Manager: Ryan Bensley, AICP

Developer: Shea Properties

Cost of Construction: n/a – Currently Under Completion, expected completion 2024

Size of Project: 13 acres

Caltrans, I-5 El Toro Road Interchange (2013–2022)



Scope of Work/Project Description: Caltrans, in partnership with the Orange County Transportation Authority (OCTA), proposes to modify the Interstate 5 (I-5)/El Toro Road Interchange within the Cities of Lake Forest, Laguna Woods, and Laguna

Project Manager: Deborah Pracilio

Developer: Caltrans/OCTA

Cost of Construction: – \$247 million (estimated total)

Size of Project: 1.9 miles

Hills. LSA initially prepared an MND/Finding of No Significant Impact (FONSI) with OCTA and Caltrans District 12 in 2014. In 2019, LSA prepared an IS/MND/Environmental Assessment for the project which examined two Build Alternatives and a No Build Alternative. The Build Alternatives would improve existing and future regional mobility and traffic flow to and from the local street network, be consistent with local planning, and consider impacts to rights-of-way. In addition, congestion relief on the mainline ramps and local streets would serve to improve mobility. LSA prepared technical studies for air quality, cultural and archeological resources as well as biological, noise and traffic analysis. The project is currently in the preliminary engineering and Project Approval/Environmental Document (PA/ED) phase, which began in January 2023 and is expected to be completed in early 2025.



10. Failures or refusals to complete a contract

None

11. Individuals/Firms who own an interest of 10% or greater

LSA is a 100% employee-owned firm operating under an Employee Stock Ownership Plan (ESOP). No single employee owns more than a 10% share of the company.

12. Financial interests in other lines of business

None

13. Litigation/Adverse Judgement History

None

14. Termination of Contract “For Cause” History

None



C. Resumes and Qualifications of Personnel

LSA offers a well-qualified team that will provide the full range of expertise needed to comprehensively address all anticipated services for this contract. The following section presents an introduction to our Project Management Team and Key Personnel who will be assigned to task orders issued by the City of Laguna Hills (City). Full resumes for our proposed key personnel are provided on the following pages.



Ryan Bensley, AICP, Principal

Contract Role: Principal in Charge

Education: B.A., Geography, Specialization in Urban Planning and GIS, California State University, Long Beach

Years of Experience: 17

Certifications: American Institute of Certified Planners (AICP) No. 027971

Mr. Bensley is responsible for managing the preparation of environmental documents for a variety of land development projects. His primary responsibilities include coordinating and conducting research and analysis for environmental documents prepared in compliance with CEQA and the National Environmental Policy Act (NEPA), including EIRs, Environmental Impact Statements (EISs), Environmental Assessments (EAs), ISSs, MNDs, and other environmental documents. He is knowledgeable in various planning and environmental regulations related to development projects and entitlement processes, including, but not limited to, local zoning ordinances, General Plans, Specific Plans, the Subdivision Map Act, and State Housing Element Law. Mr. Bensley also has considerable experience delivering public presentations and conducting community workshops regarding complex and controversial planning projects.



Chris Jones, AICP, Associate

Contract Role: Project Manager/Primary Point of Contact

Education: J.D., Northwestern School of Law at Lewis & Clark College; B.A., Sociology, University of Minnesota, Twin Cities

Years of Experience: 19

Certifications: American Institute of Certified Planners (AICP) No. 024512

Mr. Jones has more than two decades of project management experience, including 19 years of experience in the environmental field as a project manager, technical lead, and author of CEQA and NEPA environmental documentation for various community development, land use and transportation projects. He has expertise in GIS and experience in the preparation of noise, air quality, and greenhouse gas analyses. In addition, Mr. Jones has experience coordinating agency consultation and project permitting with federal, State, and local agencies.

Key Staff Name, Title and Proposed Role on Contract	Summary of Qualifications & Experience
Olivia Mattair, Environmental Planner Role on Contract: Assistant Project Manager/ Environmental Planning	Years of Experience: 1 Ms. Mattair assists with the preparation of environmental documentation for a variety of land development and transportation projects throughout California. Her primary responsibilities include providing project management assistance and conducting research and analysis for the preparation of environmental documents to evaluate potential project impacts on population and housing, public services and utilities, and environmental compliance for CEQA and NEPA.



Key Staff Name, Title and Proposed Role on Contract	Summary of Qualifications & Experience
Cara Cunningham, Associate Environmental Planner Role on Contract: Air Quality/GHG and Energy	Years of Experience: 11 Ms. Cunningham provides project management and technical assistance on a variety of planning and environmental documents including EAs, ISs, and EIRs. At LSA, she has been involved in residential and commercial development projects, road improvement projects, and program-level plans. She has a strong foundation in land use planning and is well versed in addressing impacts to air quality, GHG emissions, and energy. She is also proficient with the use of air quality models, including the California Emissions Estimator Model (CalEEMod) and the Roadway Emissions Estimator Model (RoadMod).
Dean Arizabal, Principal Transportation Planner Role on Contract: Traffic/Transportation	Years of Experience: 19 Mr. Arizabal's primary responsibilities and experience include managing or preparing technical analyses of land development and roadway improvement projects, including comprehensive Traffic Impact Analyses (TIAs), traffic operations analyses, and parking studies. He has prepared numerous TIAs and access and on-site circulation analyses for mixed-use, commercial, office, institutional, residential, and alternative energy projects. Many of his reports and documents are incorporated into an EIR, IS, or MND.
Ivan Strudwick, RPA, Associate Archaeologist Role on Contract: Cultural Resources and Tribal Consultation	Years of Experience: 43 Certifications: Register of Professional Archaeologists (RPA No. 10350) Mr. Strudwick has conducted and managed all phases of archaeological projects, including fieldwork, laboratory analysis, research, and report writing. His duties include project design and proposal preparation for surveys, testing, and data recovery mitigation; personnel supervision; and report preparation, resource evaluation, and recommendations. Additionally, Mr. Strudwick has worked as the Native American coordinator for extensive multi-year projects and has numerous professional publications in peer-reviewed scientific journals.
Casey Tippet, Associate Historian/Architectural Historian Role on Contract: Historic Resources	Years of Experience: 34 Ms. Tippet has been practicing architectural history in southern California since 1997, first as part of her responsibilities as a city planner and later (2005) as a full-time architectural historian. She meets the Secretary of the Interior's Professional Qualification Standards as a Historian and Architectural Historian and has extensive experience with field recording/survey work; historic research; oral interviews; and preparation of historic context statements, significance evaluations, DPR 523 forms, and cultural resources reports in compliance with CEQA and NEPA regulations, Caltrans requirements for CEQA and NEPA, and United States Army Corps of Engineers (USACE) requirements for NEPA.
Blake Selna, Principal Biologist Role on Contract: Biological Resources	Years of Experience: 24 Mr. Selna manages biological and regulatory services for both public and private clients and projects of all shapes and sizes. His expertise and experience include a wide range of biological and regulatory consultation, including biological resource analysis, jurisdictional delineation, regulatory permitting, habitat restoration, and mitigation planning and compliance monitoring. He is extremely familiar with assessing and restoring Southern California native habitats and is very familiar with the County of Orange Central/Coastal Subregion Natural Communities Conservation Plan/ Habitat Conservation Plan (NCCP/HCP), the Southern Subregion HCP, and the OCTA Measure M2 NCCP/HCP/Environmental Mitigation Program. As an International Society of Arboriculture Certified Arborist, Mr. Selna has prepared tree reports for projects in Los Angeles, Newport Beach, Huntington Beach, Laguna Beach, Long Beach, Anaheim, Irvine, Santa Ana, San Juan Capistrano, and more.



Key Staff Name, Title and Proposed Role on Contract	Summary of Qualifications & Experience
Eric Krieg, Associate Biologist Role on Contract: Biological Resources	Years of Experience: 27 Mr. Krieg's primary duties consist of habitat restoration and biological resource monitoring during project implementation and long-term monitoring. He has experience preparing restoration plans and overseeing all aspects of a plan's implementation, from custom seed collection and native plant propagation through installation, maintenance, and monitoring procedures. Mr. Krieg has been involved in restoring coastal sage scrub, native grassland, oak woodland, riparian, and wetland habitats for mitigation projects.
John T. (J.T.) Stephens, EIT, Principal Noise and Vibration Specialist Role on Contract: Noise and Vibration	Years of Experience: 19 Certifications: EIT License No. ET30504764 (2005) Mr. Stephens is primarily responsible for the preparation of noise and vibration studies for a variety of projects. He is proficient in the use of various traffic noise models, the Roadway Construction Noise Model (RCNM), the Aviation Environmental Design Tool (AEDT), SoundPLAN Noise Prediction Software, and INSUL, a noise prediction software for building façades and partitions. Mr. Stephens is also responsible for performing noise and vibration monitoring surveys using a variety of Larson-Davis sound level meters and accelerometers. He has supported numerous controversial studies, some of which required Non-Disclosure Agreements, and has attended public meetings as a professional expert.
Pam Reading, Principal Environmental Planner Role on Contract: Water Quality and Agricultural Resources	Years of Experience: 20 Ms. Reading specializes in working with public agencies to complete land development and transportation/infrastructure-oriented projects. She also serves as Principal in Charge and Project Manager for the preparation of a variety of documents pursuant to CEQA/NEPA, including ISS, MNDs, EIRs, Preliminary Environmental Analysis Reports (PEARs), EAs, and EISs. In addition to her CEQA/NEPA experience, Ms. Reading oversees LSA's in-house water quality and agricultural work. In this capacity, she prepares and/or oversees the preparation of CEQA/NEPA technical water quality and agricultural reports and analyses. Ms. Reading also develops technical CEQA/NEPA visual, land use, and coastal zone consistency analyses.





RYAN BENSLEY, AICP

PRINCIPAL / ENVIRONMENTAL PLANNER

CONTRACT ROLE: PRINCIPAL IN CHARGE



EXPERTISE

- Environmental Planning and Impact Analysis
- Project Management
- Community Development and Planning Policy
- Environmental Justice
- Socioeconomic Analysis

EDUCATION

B.A., Geography,
Specialization in Urban
Planning and GIS, California
State University, Long Beach,
2006

PROFESSIONAL EXPERIENCE

LSA, Irvine, California

- Principal Planner: 2022–Present
- Associate Planner: 2020–2022
- Senior Planner: 2012–2020

Other Companies: 1999–2012

PROFESSIONAL CERTIFICATIONS/ REGISTRATIONS

American Institute of Certified
Planners (AICP) No. 02797

PROFESSIONAL RESPONSIBILITIES

Mr. Bensley is responsible for managing the preparation of environmental documents for a variety of land development projects. His primary responsibilities include coordinating and conducting research and analysis for environmental documents prepared in compliance with CEQA and NEPA, including EIRs, EISs, EA's, ISs, MNDs, and other environmental documents. He has more than 17 years of planning experience and is knowledgeable in various planning and environmental regulations related to development projects and entitlement processes, including, but not limited to, local zoning ordinances, General Plans, Specific Plans, the Subdivision Map Act, Habitat Conservation and Natural Communities Conservation Plans, and State Housing Element Law. Mr. Bensley also has considerable experience delivering public presentations and conducting community workshops regarding complex and controversial planning projects.

PROJECT EXPERIENCE

City of Norwalk, Alondra-Maidstone Mixed-Use Project Norwalk, California

Under LSA's on-call contract, Mr. Bensley served as the Principal in Charge for this project. LSA provided peer review services on behalf of the City for the Alondra-Maidstone Mixed-Use Project, which would redevelop an 8-acre property into a mixed-use development. LSA reviewed the Draft IS/MND, and related technical studies prepared by the applicant's consultants to confirm they were adequate for purposes of CEQA compliance. The Norwalk City Council adopted the IS/MND and approved the project in March 2023.

City of Cypress, Cypress Town Center EIR Project, Cypress, California

As part of LSA's on-call with the City, Mr. Bensley served as the Project Manager for preparation of an EIR for this project, which involved the development of a multifamily residential community consisting of 135 dwelling units on a 7-acre parking lot within the City's recently adopted Cypress Town Center and Commons Specific Plan. LSA completed an air quality and GHG analysis, a biological resources analysis, a noise and vibration analysis, and cultural and paleontological resources analyses. LSA also completed a peer review of the traffic and circulation analysis prepared by the applicant's consultant. The Cypress City Council certified the EIR and approved the project in May 2021.

City of Huntington Beach, The Seacliff of Huntington Beach Inspired Senior Living Project, Huntington Beach, California

As part of LSA's on-call with the City, Mr. Bensley served as Project Manager for the preparation of an IS/MND and related technical studies for this project. The Project included the construction of a three-story, licensed assisted living and memory care facility with 226 guest rooms and a subterranean parking garage on a portion of the existing Seacliff Office Park. LSA prepared technical studies related to biological resources, archaeological and paleontological resources, air quality and climate change, and noise and traffic. The Huntington Beach Planning Commission adopted the MND and approved the project in October 2020.



City of Cypress, Cypress City Center Project, Cypress, California

Mr. Bensley served as Project Manager for preparation of an EIR for this project, which includes the development of a 43,200 sf theater with approximately 840 seats, a five-story hotel with up to 120 rooms, approximately 20,800 sf of retail and restaurant uses, and a four-story residential component with up to 251 apartment units and a variety of amenities. Key issues evaluated in the EIR included traffic, air quality, greenhouse gas emissions, and hydrology and water quality. LSA prepared technical analyses related to air quality and climate change, noise and traffic, and cultural and paleontological resources for the project. LSA also assisted the City of Cypress with Native American Consultation per Assembly Bill 52 and Senate Bill 18. The Cypress City Council certified the EIR and approved the project in May 2020.

Rose Equities, One Metro West Project, Costa Mesa, California

Mr. Bensley served as the Project Manager for preparation of environmental technical studies in support of an EIR for this project in the City of Costa Mesa, which involved the adoption of a new specific plan that would allow for the redevelopment of an approximately 15-acre property adjacent to I-405 that is currently developed with 345,000 sf of industrial space into a mixed-use development with 1,057 multifamily residential units, 25,000 sf of commercial creative office use, and 6,000 sf of specialty retail. The project's vision is to create a mixed-use community that would provide housing near jobs in a campus-like setting with on-site amenities, a 1.7-acre open space area, and connections to bicycle trails. LSA prepared technical studies related to biological resources, archaeological and paleontological resources, air quality and climate change, and noise and traffic. The Costa Mesa City Council is expected to consider the EIR and the project in summer 2020.

Caltrans District 12, On-Call Environmental Services (Contract No. 12A1655), Orange County, California

Mr. Bensley managed the preparation of the Draft Relocation Impact Report for the I-5/EI Toro Road Interchange Project in Lake Forest, Laguna Woods, and Laguna Hills in Orange County as part of the Caltrans District 12 on-call contract. Mr. Bensley also prepared the Property Acquisitions and Relocations subsection of the Community Impacts section for the project's IS/EA. The project includes four build alternatives that would reconfigure the I-5/EI Toro Road interchange to improve traffic operations. The Relocation Impact Report analyzed the potential for the project to result in residential and nonresidential relocations.

Orange County Museum of Art Project, Costa Mesa, California

Mr. Bensley served as Project Manager for preparation of an Addendum to EIR #1047 for the South Coast Plaza Town Center Project (Town Center EIR). The Town Center EIR analyzed the potential environmental impacts of a net addition of 1,109,445 sf of retail, office, hotel, and cultural arts-related uses, including 140,000 sf of art museum/academy space, on 54 acres within the North Costa Mesa Specific Plan. The EIR Addendum evaluated the potential impacts of a smaller 66,750 sf art museum (the Orange County Museum of Art) with a reduced building height (75 ft rather than 80 ft) and a drop-off area for school buses on the museum's eastern side. The EIR Addendum also assessed modifications to the previously approved grading plan, site plan, and landscaping for the art museum site to reflect the project. No modifications to any of the other elements in the South Coast Plaza Town Center Project were included. Under Mr. Bensley's direction, LSA completed the EIR Addendum within a very aggressive schedule, as requested by the City of Costa Mesa. The Costa Mesa Planning Commission considered the EIR Addendum and approved the project on January 14, 2019.

PREVIOUS AND CURRENT CLIENTS

- City of Cypress
- City of Huntington Beach
- City of Anaheim
- City of Costa Mesa
- City of Dana Point
- City of Lake Forest
- City of Garden Grove
- City of Huntington Beach
- City of Laguna Woods
- City of Norwalk



CHRIS JONES, AICP

ASSOCIATE / SENIOR ENVIRONMENTAL PLANNER

CONTRACT ROLE: PROJECT MANAGER / PRIMARY POINT OF CONTACT



EXPERTISE

- CEQA/NEPA

EDUCATION

J.D., Northwestern School of Law
at Lewis & Clark College,
Portland, Oregon, June 2003

B.A., Sociology, University
of Minnesota, Twin Cities,
December 1999

PROFESSIONAL EXPERIENCE

LSA, Irvine, California

- Associate Planner: 2024–Present

Senior Environmental Project
Manager, Kimley-Horn, Los
Angeles, California, April 2023–
April 2024

Principal Associate,
Environmental Science
Associates, Sacramento,
California, November 2017–April
2023

Other Companies: 2005–2017

PROFESSIONAL RESPONSIBILITIES

Mr. Jones has more than two decades of project management experience, including 19 years of experience in the environmental field as a project manager, technical lead, and author of NEPA and CEQA environmental documentation for various aviation, transportation, community development, and land use projects. Mr. Jones has more than 17 years of experience in preparation of Airport Land Use Compatibility Plans in California. He has expertise in geographic information systems (GIS) and experience in the preparation of noise, air quality, and greenhouse gas analyses. In addition, Mr. Jones has experience coordinating agency consultation and project permitting with both federal, State, and local agencies.

PROJECT EXPERIENCE

City of Long Beach, 5910 Cherry Industrial Building Project Long Beach, California

Prior to joining LSA, Mr. Jones served as Deputy Project Manager for the EIR for the proposed 5910 Cherry Industrial Building Project in Long Beach. The EIR evaluated the proposed development of a 304,344-square-foot concrete, tilt-up industrial building. To prepare for redevelopment of the parcel with the project, the existing eight buildings on the project site would be demolished and removed. Environmental effects analyzed in the EIR included impacts associated with cultural resources, land use, geology and soils, noise, and transportation. Mr. Jones managed preparation of the Draft EIR and provided technical peer review of the traffic and noise technical reports.

LeSar Development Corporation on behalf of the City of Palmdale, Palmdale Housing Opportunity Project Palmdale, California

Prior to joining LSA, Mr. Jones was Deputy Project Manager for preparation of an IS/MND evaluating the potential environmental effects of a housing development plan for approximately 13 acres of land owned by the City of Palmdale and the Palmdale School District. The project goal is to accelerate housing production and address local housing needs. Mr. Jones oversaw preparation of the IS/MND and managed coordination with the project applicant and the City of Palmdale.

City of Long Beach, First Citizens Bank – Long Beach Project Long Beach, California

Mr. Jones served as Deputy Project Manager for preparation of an Initial Study and supporting technical reports for the proposed First Citizens Bank and office building in Long Beach. Mr. Jones managed preparation of the Initial Study that is being used to support a focused EIR currently in development. The project site was the former location of four oil wells, two of which were abandoned and lost a century ago. Mr. Jones also prepared a Code Modification Request seeking waiver of regulatory requirements applicable to the closure of oil wells.

City of Tracy, City of Tracy Temporary Emergency Housing Facility Tracy, California

Mr. Jones was Project Manager for preparation of a Department of Housing and Urban Development (HUD) Part 58 Environmental Assessment (EA) for funding of the Temporary Emergency Housing Facility Project in Tracy, California.



The project represented the second phase of a 154-bed capacity emergency housing facility with on-site case management services providing unhoused individuals with health, employment, and housing resources. The EA addressed the second phase of the project, which expanded on the existing facility by adding a sprung structure accommodating an additional 68 beds and access to restrooms, showers, and laundry facilities. Mr. Jones coordinated with City of Tracy and HUD staff, managed a team of technical experts preparing documentation in support of the EA, and served as primary author of the EA.

Los Angeles County Metropolitan Transportation Authority, Los Angeles Aerial Rapid Transit Project Los Angeles, California

Prior to joining LSA, Mr. Jones was a project analyst, assisting in preparation of the Final EIR for the proposed Los Angeles Aerial Rapid Transit (LA ART) Project. The LA ART Project would connect Los Angeles Union Station to the Dodger Stadium property via an aerial gondola system, as well as an intermediate station at the southernmost entrance of the Los Angeles State Historic Park. Mr. Jones helped prepare responses to comments and the statement of overriding considerations.

Google, LLC on behalf of the City of San Jose, Downtown West Mixed-Use Plan San Jose, California

Mr. Jones served as a project analyst, assisting in the preparation of the EIR for the Downtown West Mixed-Use Plan in San Jose. Project applicant Google LLC proposed the Downtown West Mixed-Use Plan as part of the company's expansion of its workforce and business operations in the Bay Area. The project would create a mixed-use neighborhood and would involve the phased development of new buildings on approximately 81 acres on the west side of Downtown San Jose. The 5,900 residential units, 300 hotel rooms, 800 rooms of limited-term corporate accommodations, 100,000 gross square feet of event and conference space, on- and off-street public/commercial and residential parking, approximately 15 acres of parks and open space, and various associated improvements to utilities and the transportation network, both within the project site and to and from surrounding neighborhoods. Mr. Jones assisted in preparation of the land use and planning, hazards and hazardous materials, and noise sections for the EIR.

City of Inglewood, Inglewood Basketball and Entertainment Center Project Inglewood, California

Mr. Jones served as a project analyst, assisting in the preparation of the EIR for the Inglewood Basketball and Entertainment Center (IBEC) Project in Inglewood, California. The IBEC Project developed a 28-acre entertainment complex that included a 18,000-seat arena, a transportation and hotel site, and associated parking and other improvements. Mr. Jones assisted with the EIR by preparing aviation-related sections of the hazards and hazardous materials and noise sections.

PREVIOUS AND CURRENT CLIENTS

- City of Long Beach
- Sacramento Area Council of Governments
- Inyo County Department of Public Works
- City of Tracy
- City of Laguna Woods
- Humboldt County Department of Public Works
- City of South Lake Tahoe
- Federal Aviation Administration
- City of Cypress
- City of Watsonville, Watsonville Municipal Airport



OLIVIA MATTAIR

ENVIRONMENTAL PLANNER

CONTRACT ROLE: ASST. PROJECT MANAGER / ENVIRONMENTAL PLANNER



EXPERTISE

- CEQA/NEPA Compliance
- Environmental Impact Analysis
- Environmental Justice
- Environmental Document Preparation
- Grant/Contract Proposals

EDUCATION

B.A., Environmental Studies,
B.A. Sociology, University of
California, Santa Barbara,
March 2023 (High Honors)

PROFESSIONAL EXPERIENCE

LSA, Irvine, California

- Environmental Planner, 2024–present
- Assistant Environmental Planner, 2023–2024

President/Tree Care
Coordinator, Your Children's
Trees at UCSB Nonprofit,
Santa Barbara, California,
2021–2023

PROFESSIONAL RESPONSIBILITIES

Ms. Mattair is an Environmental Planner who began her career with LSA in the spring of 2023 after graduating from the University of California, Santa Barbara with high honors. As a Sociology and Environmental Studies double major, Ms. Mattair specializes in the nexus between social and environmental concerns, including equity, community cohesion, environmental justice, cultural/historical resource analysis, and tribal consultation pursuant to Assembly Bill 52 and/or Senate Bill 18.

As an Environmental Planner with LSA, Ms. Mattair's primary job responsibilities include environmental document preparation, inter-departmental coordination, and project management assistance.

PROJECT EXPERIENCE

City of Garden Grove: Christ Cathedral Planned Unit Development Revision Project Garden Grove, California

Ms. Mattair is currently serving as Project Manager for the Christ Cathedral Planned Unit Development (PUD) Revision Project, which proposes several new church-serving physical improvements within the Christ Cathedral Campus, as well as a revised master PUD Site Plan. Ms. Mattair attends meetings with the City of Garden Grove and project applicant to develop a mutual understanding of the project, communicate data needs, and provide project updates. Ms. Mattair coordinates with internal technical staff to communicate changes to the project's design since its previous iteration. Ms. Mattair is also responsible for the preparation of the Project Description and Draft IS/MND for the project.

The Freedom Business Park Project City of Menifee, California

Ms. Mattair was responsible for the preparation of the Cultural Resources, Tribal Cultural Resources, Alternatives, and Other CEQA Considerations sections of the Draft EIR for the Freedom Business Park Project, which proposed a business park consisting of approximately 290,000 square feet of warehouse and office space. Ms. Mattair coordinated with the LSA project team to ensure consistency across sections and provided project management support through tasks such as communicating with the City.

Orange County Cemetery District: Gypsum Canyon Cemetery Project Anaheim, California

Ms. Mattair served as the Assistant Project Manager for the Gypsum Canyon Cemetery Project, which proposed the development of a public cemetery and a California Department of Veterans Affairs cemetery within the City of Anaheim's Mountain Park Specific Plan through an Addendum to the previous EIR prepared for the Specific Plan. Ms. Mattair was responsible for the preparation of the Introduction, Land Use and Planning, Noise, and Population and Housing, and References sections of the EIR Addendum. Ms. Mattair coordinated with the LSA project team to ensure LSA's completion of the EIR Addendum within a very aggressive schedule, as requested by the City of Anaheim. Ms. Mattair also regularly coordinated with the Project Applicant and the City to provide copies of technical studies prepared by LSA and to draft and refine Specific Plan and General Plan Amendment Justification Letters.



City of Dana Point: Stonehill Drive Improvement Project City of Dana Point, California

Ms. Mattair was responsible for preparing the proposal for the Stonehill Drive Improvement Project that led to the City selecting LSA to serve as the environmental consulting team for the project, which included safety and mobility improvements to the Stonehill Drive roadway providing access between Dana Point and San Juan Capistrano. Ms. Mattair served as Assistant Project Manager for the preparation of an IS/MND and drafted the Project Description as well as the IS/MND document. Ms. Mattair attended coordination calls with City of Dana Point staff and served as the liaison between LSA's project management team and in-house technical staff throughout the preparation of technical studies.

City of Cypress: Cypress Housing Element Update Implementation Project Cypress, California

Ms. Mattair was responsible for the preparation of the Land Use and Planning, Cultural Resources, Tribal Cultural Resources, Other CEQA Considerations, and Mitigation Monitoring and Reporting sections of the Draft Program EIR for the implementation of the City of Cypress's 2021–2029 Housing Element Update. This project proposed changes to allowable residential densities within three of the City of Cypress's Specific Plans to achieve the number of new housing units set forth by the City of Cypress's Regional Housing Needs Allocation. Ms. Mattair performed individual research and coordinated with technical staff to gather qualitative and quantitative data to substantiate her analysis. She coordinated with other project team members to provide and receive edits and to gather the information from each section needed to prepare the Mitigation Monitoring and Reporting Program.

City of Long Beach: 4501 Orange Avenue Residential Project City of Long Beach, California

Ms. Mattair took over as Assistant Project Manager for the 4501 Orange Avenue Residential Project, which proposed 32 three-story townhomes on a 1.01-acre site in Long Beach. Ms. Mattair was responsible for overseeing public distribution of the Draft Initial Study/Mitigated Negative Declaration, including posting relevant documents to the State Clearinghouse and coordinating the physical mailing. Ms. Mattair was also responsible for the preparation of the Mitigation Monitoring and Reporting Program, Response to Comments, and Final IS/MND documents. Ms. Mattair coordinated with technical and document management staff to prepare thorough responses to comments received by agencies and interested parties. Ms. Mattair also attended the Public Hearing for the project.

PREVIOUS AND CURRENT CLIENTS

- City of Dana Point
- Orange County Cemetery District
- City of Placentia
- City of Cypress
- City of Garden Grove
- City of Menifee
- City of Long Beach
- City of Anaheim
- City of Laguna Woods
- City of Orange



CARA CUNNINGHAM

ASSOCIATE / SENIOR ENVIRONMENTAL PLANNER
CONTRACT ROLE: AIR QUALITY / GHG AND ENERGY



EXPERTISE

- CEQA Document
- Environmental Analysis
- Air Quality Analysis
- Greenhouse Gas Emission Analysis
- Land Use Planning

EDUCATION

B.S., City and Regional Planning, minor in Real Property Development, California Polytechnic State University, San Luis Obispo, June 2015

PROFESSIONAL EXPERIENCE

LSA, Clovis, California

- Associate Planner: 2023–Present
- Senior Planner: 2020–2022
- Environmental Planner: 2014–2019

SPECIALIZED TRAINING

CEQA Case Law Update, 2016

Advanced CEQA Workshop, 2016

NEPA Essentials Workshop, 2016

PROFESSIONAL RESPONSIBILITIES

Ms. Cunningham is an Associate/Senior Environmental Planner and provides project management and technical assistance on a variety of planning and environmental documents, including EAs, ISs, and EIRs. Ms. Cunningham has been involved in residential and commercial development projects, road improvement projects, and program-level plans. She has a strong foundation in land use planning and is well versed in addressing impacts to air quality, energy, and greenhouse gas emissions. Ms. Cunningham is proficient with the use of air quality models, including the California Emissions Estimator Model.

PROJECT EXPERIENCE

City of Hanford, Hanford Place Project IS/MND Hanford, Kings County, California

Ms. Cunningham, serving as the Project Manager, prepared both technical and non-technical sections of the IS/MND for the project, which would develop a medical and mixed-use development and would construct 15 specialized education, retail, medical office, skilled nursing and assisted living, and multifamily residential uses, as well as a bioinfiltration basin, associated open space, circulation and parking, and infrastructure improvements.

City of Santa Ana and Caltrans District 12, Fairview Street Improvements Project Santa Ana, California

Ms. Cunningham is serving as the Project Manager and has prepared both technical and non-technical sections of the IS/MND and Categorical Exclusion for the project, which consists of widening Fairview Street from 9th Street to 16th Street, including replacing the Fairview Street bridge over the Santa Ana River.

City of Long Beach, Climate Action and Adaptation Plan EIR Project Long Beach, California

Ms. Cunningham prepared the Air Quality, Energy, and Greenhouse Gas EIR sections for the Climate Action and Adaptation Plan (CAAP) EIR Project. LSA assisted the City of Long Beach in the preparation of the EIR for its CAAP and Safety Element Update. The project was the adoption of a CAAP and associated minor amendments to the General Plan Safety Element to recognize climate impacts and incorporate climate adaptation and resiliency strategies.

City of Menlo Park, 111 Independence Drive EIR Menlo Park, California

Ms. Cunningham prepared the Air Quality, Greenhouse Gas, and Noise sections of the EIR for the project, which would result in the demolition of existing office space and redevelopment of the project site with a 145,350-gross-square-foot, eight-story multifamily apartment building with 105 dwelling units and a 712-square-foot potential commercial space, as well as associated open space, circulation and parking, and infrastructure improvements.



City of Milpitas, 1724 Sunnyhills Court Project IS/MND Milpitas, California

Ms. Cunningham prepared the Air Quality, Energy, Greenhouse Gas, and Noise sections of the IS/MND for the project, which includes the demolition of an existing leasing/community building and the construction of 44 two- to three-story multifamily residential units, a new leasing building, and site improvements.

City of Fresno, General Plan Environmental Impact Report Update City of Fresno, California

Ms. Cunningham prepared the Air Quality, Energy, Greenhouse Gas, and Noise sections of the EIR. The project included the update of the City's General Plan Master EIR to a Program EIR for it to conform with State law and to be consistent with recent legislative changes. This update is intended to streamline implementation of the General Plan by supporting the General Plan's programs and projects with updated environmental analysis, regulatory framework, and mitigation measures pursuant to CEQA. Key components include air quality analysis and health risk assessment, updating the City's Greenhouse Gas Reduction Plan, and transportation and vehicle miles traveled analyses.

City of Anaheim, Stadium District Sub-Area A Project, Sustainable Communities Environmental Assessment City of Anaheim, California

Ms. Carlucci prepared the Air Quality, Energy, and Greenhouse Gas sections of the Sustainable Communities Environmental Assessment for the project. The project would be transformed from a large surface parking lot supporting Angel Stadium and the City National Grove of Anaheim into a pedestrian and transit-friendly mixed-use "town center" that includes multifamily housing, retail, dining, recreational/park, office, and hotel uses, all close to a major transit stop (the ARTIC) and high-quality transportation corridors – while retaining Major League Baseball and the Los Angeles Angels of Anaheim.

City of Porterville, River View Villas Project IS/MND Porterville, Tulare County, California

Ms. Cunningham served as the Project Manager and prepared both technical and non-technical sections of the IS/MND for the project, which would include the subdivision of the project site into 13 parcels to allow for the development of 62 multifamily residential units. The project would require a General Plan Amendment and Zone Change to Medium Density Residential. The project would also include a remainder lot that would remain Commercial-Residential. The remainder lot is not proposed for development as part of the project.

Clovis Tru by Hilton Project Technical Studies Clovis, Fresno County, California

The project would include the development of an 86-room hotel with on-site parking between California State Route 168 to the west and Clovis Avenue to the east on two parcels in Clovis. Ms. Cunningham prepared the Air Quality and Greenhouse Gas Impact Analysis and Noise Study.

PREVIOUS AND CURRENT CLIENTS

- City of Anaheim
- City of Antioch
- City of Berkeley
- City of Carlsbad
- City of Clovis
- City of Cypress
- City of El Cerrito
- City of Fremont
- City of Huntington Beach
- City of Laguna Woods



DEAN ARIZABAL

PRINCIPAL / TRANSPORTATION

CONTRACT ROLE: TRAFFIC / TRANSPORTATION



EXPERTISE

- Transportation Planning and Traffic Impact Assessment
- Data Collection and Analysis
- Parking Demand and Shared Parking Analysis

EDUCATION

B.S., Computer Engineering,
University of California, Irvine,
2002

PROFESSIONAL EXPERIENCE

LSA, Irvine, California

- Principal Transportation Planner: 2021–Present
- Associate Transportation Planner: 2016–2021
- Senior Transportation Planner: 2010–2016
- Transportation Planner: 2005–2010

PROFESSIONAL REGISTRATIONS

Orange County Traffic
Engineering Council

Association of Environmental
Professionals

PROFESSIONAL RESPONSIBILITIES

Mr. Arizabal has been involved in transportation planning since 2005. With nearly 19 years of experience, Mr. Arizabal's primary responsibilities and experience include preparing or managing the preparation of technical analyses of land development and roadway improvement projects, including comprehensive Traffic Impact Analyses, traffic operations analyses, and parking studies. He has prepared numerous traffic impact studies and access and on-site circulation analyses for mixed-use, residential, commercial, office, institutional, and alternative energy projects. Many of Mr. Arizabal's reports and documents are incorporated into an EIR or IS/MND.

PROJECT EXPERIENCE

Garden Communities, Elements Project Irvine, California

Mr. Arizabal prepared a Traffic Impact Analysis that analyzed potential impacts associated with the transfer of development rights and mixed-use development of 1,600 apartment units and 17,000 square feet of retail use within Planning Area 36 (the Irvine Business Complex [IBC]) in Irvine. The project site is north of Campus Drive, south of Dupont Drive, east of Bardeen Avenue, and west of Jamboree Road. The study consists of 29 roadway segments and 25 intersections. The *Highway Capacity Manual* methodology was used to analyze Caltrans intersections. An access analysis was conducted per the City of Irvine's Transportation Design Procedures criteria. The Traffic Impact Analysis was approved.

2020 Citywide Circulation Phasing Analysis Report Irvine, California

Mr. Arizabal served as Project Manager. LSA prepared the 2020 Citywide Circulation Phasing Analysis Report to identify circulation deficiencies and recommend physical or operational improvements throughout Irvine. This report was prepared through coordination with City of Irvine staff and the Task Force, as required by City Council Resolution No. 19-08. This report evaluated 510 roadway segments and 250 intersections throughout Irvine. Key improvement considerations included daily and peak-hour volumes, adjacent land uses, right-of-way constraints, costs, impacts/benefits to alternative transportation (bicyclists and pedestrians), and alternative analysis methods (e.g., the *Highway Capacity Manual* operational analysis).

Diamond Jamboree, Ltd., Diamond Jamboree Retail Center Project Irvine, California

For this project, Mr. Arizabal prepared an access analysis to evaluate build out of the retail center, including intensification of the land uses on site. This analysis has determined the adequacy of the existing access points and recommended necessary improvements, both on and off the site. The access study has been

approved. The Diamond Jamboree retail center, located at the southwest corner of Jamboree Road/Alton Parkway in Irvine, has been constructed and is in operation. Mr. Arizabal tracks existing and future tenants of the 113,043-square-foot retail center. LSA continues to analyze the parking demand, shared parking (both on and off site), and internal circulation based on proposed land use changes.



City of Newport Beach, Westcliff Plaza Restaurants Project Newport Beach, California

As part of LSA's on-call contract with the City of Newport Beach, Mr. Arizabal oversaw the preparation of a Traffic Impact Analysis to identify potential traffic and circulation impacts associated with the proposed Westcliff Plaza Restaurants project within the existing Westcliff Plaza shopping center at 1000–1150 Irvine Avenue in Newport Beach, California. The project aims to construct a new 11,953-square-foot restaurant pad for three fast-food restaurants without drive-through windows. In addition, the project includes the conversion of some existing retail spaces into a health/fitness club, a medical-dental office, and a restaurant. As part of the project, the parking lot on site will be reconfigured. The traffic analysis was prepared consistent with the City of Newport Beach Traffic Phasing Ordinance, the Orange County Congestion Management Program, and CEQA. The Traffic Impact Analysis was approved.

Great Far East, The Landmark Project Irvine, California

Mr. Arizabal prepared an access analysis and a parking study for the mixed-use development of a 386-room hotel, 448,200 square feet of office use, and 13,665 square feet of retail/restaurant use in Irvine. The access analysis evaluated potential traffic and circulation impacts associated with the project driveways, gated entries to the parking structure, and valet operations. The parking study analyzed the adequacy of the parking supply for the project based on the proposed mixed-use operations, peak time-of-day utilization factors, and available alternative modes of transportation. The project was approved by the City of Irvine.

City of Newport Beach, Newport Crossings Project Newport Beach, California

As part of LSA's on-call contract with the City of Newport Beach, Mr. Arizabal oversaw the preparation of a Traffic Impact Analysis to identify potential traffic and circulation impacts associated with the proposed Newport Crossings project north of Dove Street, south of Corinthian Way, east of Scott Drive, and west of Martingale Way in Newport Beach, California. The project includes demolition of the existing commercial buildings on site and construction of 350 residential units, 5,500 square feet of retail use, 2,000 square feet of restaurant use, and a 0.50-acre public neighborhood park. The traffic analysis was prepared consistent with the City of Newport Beach Traffic Phasing Ordinance and CEQA. The Traffic Impact Analysis was approved.

Garden Communities, Trilogy Gardens Project Irvine, California

Mr. Arizabal prepared a Traffic Impact Analysis to analyze potential impacts associated with the transfer of development rights and residential development of 876 apartment units and ancillary retail use within Planning Area 36 (the IBC) in Irvine. The project site is bounded by Martin Court to the north and west, Campus Drive to the south, and Von Karman Avenue and existing office uses to the east. The traffic analysis consisted of 45 roadway segments and 33 intersections. The *Highway Capacity Manual* methodology was used to analyze Caltrans intersections. An access analysis was conducted per the City of Irvine's Transportation Design Procedures criteria, and the City approved the traffic analysis.

PREVIOUS AND CURRENT CLIENTS

- City of Carlsbad
- City of Cypress
- City of Garden Grove
- City of Hayward
- City of Irvine
- City of Laguna Niguel
- City of Lake Forest
- City of Long Beach
- City of Newport Beach
- City of San Juan Capistrano



IVAN STRUDWICK, RPA

ASSOCIATE / ARCHAEOLOGIST

CONTRACT ROLE: CULTURAL RESOURCES AND TRIBAL CONSULTATION



EXPERTISE

- Prehistoric Archaeology
- Prehistoric Artifact and Marine Shell Identification
- Circular Shell Fishhooks
- Cultural Resource Management

EDUCATION

M.A., Anthropology,
Specializing in Archaeology,
Magna Cum Laude, California
State University, Long Beach,
California, 1986

B.A., Anthropology, California
State University, Long Beach,
California, 1981

PROFESSIONAL EXPERIENCE

LSA, Irvine, California

- Associate/Archaeologist: 1994–
Present

Other Companies: 1990–1994

PROFESSIONAL CERTIFICATIONS/ REGISTRATIONS

Register of Professional
Archaeologists (RPA No. 10350)

Professionally Listed
Archaeologist for the Counties
of Orange, Riverside, San
Diego, and Santa Barbara

PROFESSIONAL RESPONSIBILITIES

Mr. Strudwick has 42 years of archaeological experience throughout California. He has conducted and managed all phases of archaeological projects, including fieldwork, laboratory analysis, research, and report writing. His duties include project design and proposal preparation for assessments, surveys, testing, and data recovery mitigation; personnel supervision; and report write-up, resource evaluation, and recommendations. Mr. Strudwick also serves as LSA's primary field and laboratory director and has directed excavations with field crews of over 80 individuals. Additionally, Mr. Strudwick has worked as the Native American coordinator for extensive multiyear projects. During a professional career spanning four decades, Mr. Strudwick has conducted archaeological projects in Alameda, Del Norte, Humboldt, Imperial, Kern, Lake, Los Angeles, Mendocino, Monterey, Napa, Orange, Riverside, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, San Bernardino, Santa Clara, Santa Cruz, Tehama, and Ventura Counties, as well as on three of the Channel Islands (Santa Catalina, San Clemente, and San Nicolas). Mr. Strudwick was the field director and primary report author for the first cultural resource management project ever awarded for San Clemente Island. Additionally, he has numerous professional publications in peer-reviewed scientific journals. The extent of Mr. Strudwick's experience conducting and managing both small and large archaeological projects and coordinating with Native Americans gives him unique perspective and ability in relation to cultural resource management.

PROJECT EXPERIENCE

Caltrans District 12, On-Call Environmental Services (Contract No. 12A1655) Orange County, California

Mr. Strudwick conducted the following assessment work, including record searches and surveys; prepared Extended Phase 1 Survey proposals and reports; directed all fieldwork; prepared the Archaeological Survey Reports, Finding of Effects Reports, and Environmentally Sensitive Area Action Plan Reports; and assisted with the Historic Property Survey Reports for multiple task orders under this Caltrans District 12 contract. Projects included several linear miles along each of the following highways: Pacific Coast Highway (SR-1), Ortega Highway (SR-74), Laguna Canyon Road (SR-133), and Carbon Canyon Road (SR-142).

Pelican Hill Golf Course Overhead Fence Project Orange County, California

In 2021–2022, Mr. Strudwick conducted and prepared the CEQA-level archaeological assessment of the Pelican Hill Golf Course Fence Project that consisted of the replacement of a 485 linear foot long overhead protective fence along a trail in Crystal Cove State Park adjacent to the southern (coastal) side of the 12th hole of the Pelican Hill Golf Club's South Course. The project, conducted for The Irvine Company, was in the Cameo Shores portion of Newport Coast just east of Corona del Mar, and included a record search, survey, and descriptive report of the fence area, all conducted by Mr. Strudwick, that identified archaeological sites at both ends of the fence area and an adjacent archaeological district (the 2,791-acre, 31-site, Crystal Cove Archaeological District).



California Seabreeze Project, Costa Mesa Orange County, California

In 2020, Mr. Strudwick conducted and prepared a CEQA-level archaeological assessment of the 0.5-acre California Seabreeze Project in Costa Mesa near Newport Beach. The project included a record search, survey, and descriptive report of three potential project alignments for construction of a drainage culvert from private residences and businesses into the adjacent Banning Ranch. The report made avoidance recommendations for potential impacts to resources recorded in and adjacent to the various project alternatives.

OC Waste & Recycling, Prima Deshecha Zone 4 Expansion Project Orange County, California

From April 2014 through October 2020, under contract to OC Waste & Recycling, LSA conducted an array of archaeological studies of the cultural resources at Prima Deshecha Landfill, all directed by Mr. Strudwick. In 2014 and 2015, the initial work included a record search and survey of the landfill's 641.6-acre Zone 4 Expansion Project Area of Potential Effects (APE) conducted per Section 106 of the National Historic Preservation Act (NHPA) of 1966 (Section 106), as amended, and its implementing regulations (Title 36, part 800). Record search information provided by the South Central Coastal Information Center showed that 12 cultural resources, including five prehistoric sites and seven isolated finds, were recorded. The survey of the landfill APE relocated three of the previously recorded sites in the APE, identified one previously recorded site just outside the APE, and found six new resources (four sites and two isolates). Two of the four newly recorded resources were prehistoric, and two were historic. Thus, 18 existing cultural resources (nine sites and nine isolated finds) were identified. Significance testing was recommended at five sites.

OC Parks, Canyon 2 Fire Survey Project Anaheim and Unincorporated Orange County, California

As the Qualified Archaeologist, Mr. Strudwick conducted the record search of the area, directed the survey, and authored the report describing the results of the project. From 2018 to 2019, LSA conducted a selective survey project of approximately 350 acres of a 3,342-acre project area composed of two arbitrary polygons within OC Parks' Weir and Fremont Canyons Nature Preserves located east and west of SR-241 (Eastern Transportation Corridor and Windy Ridge), north of Santiago Creek and Irvine Regional Park, 0.3 to 4.0 miles south of SR-91, and west of Weir Canyon and East of Gypsum Canyon. The survey was conducted to take advantage of the excellent ground visibility created by the 9,217-acre (14.4 square mile) Canyon 2 Fire of October 9–17, 2017, because the fire removed considerable dense coastal sage scrub that normally existed in this area. The survey focused on areas of less than 10 percent slope, including ridges, knolls, hilltops, and more level areas along drainage bottoms.

Alameda Corridor—East Construction Authority Grade Separation Projects Los Angeles County, California

Mr. Strudwick conducted record searches and surveys for Archaeological Survey Reports and Historic Property Survey Reports under multiple task orders for this project. Projects included the Turnbull Canyon Road Grade Separation Project (City of Industry) and the Maple Avenue Pedestrian Overcrossing Project (City of Montebello).

PREVIOUS AND CURRENT CLIENTS

- | | |
|---|---|
| • California Department of Transportation | • City of Laguna Beach |
| • City of Anaheim | • City of Long Beach |
| • City of Carlsbad | • City of San Juan Capistrano |
| • City of Dana Point | • California Department of General Services |
| • City of Irvine | • County of Orange |



CASEY TIBBET

ASSOCIATE / HISTORIAN / ARCHITECTURAL HISTORIAN
CONTRACT ROLE: HISTORIC RESOURCES



EXPERTISE

- Project Management
- Historic Preservation Planning
- Field Survey/Recording
- Historic Research
- CEQA/NEPA Evaluations and Compliance
- Caltrans Compliance
- USACE Compliance
- Findings of Effect
- National Register Nominations
- Historic Preservation Certification Part 1 and 2 Tax Credit Applications
- City Planning

EDUCATION

M.A., History (Historic Preservation), University of California, Riverside, 2005

B.A., Political Science, University of California, Riverside, 1987

PROFESSIONAL EXPERIENCE

LSA, Riverside, California

- Architectural Historian: 2005–Present

Other Companies: 1990–2005

PROFESSIONAL RESPONSIBILITIES

Ms. Tibbet has been practicing architectural history in southern California since 1997, first as part of her responsibilities as a city planner and later (2005) as a full-time architectural historian. She meets the Secretary of the Interior's Professional Qualification Standards as a Historian and Architectural Historian and has extensive experience with field recording/survey work, historic research, oral interviews, preparation of historic context statements, significance evaluations, California Department of Parks and Recreation (DPR) 523 forms, and cultural resources reports in compliance with CEQA and NEPA regulations, Caltrans requirements for CEQA and NEPA, and USACE requirements for NEPA. She has also written cultural resources ordinances. Ms. Tibbet has worked as the on-call preservation consultant for various cities and has surveyed and evaluated thousands of built environment resources.

PROJECT EXPERIENCE

Retainer Contract for the Department of General Services State of California

The Department of General Services (DGS) is the facility responsible for design and construction of state-owned projects throughout California. LSA has a five-year (2018–2023) retainer contract with DGS for environmental services, including cultural resources services. As part of this contract, LSA has completed or is in the process of completing cultural resource work for the following projects:

- **Needles Border Protection Station Replacement:** Ms. Tibbet is the Principal Architectural Historian for this project and is responsible for defining the Area of Potential Effects (APE) and for completing the Historical Resources Evaluation Report and Historic Property Survey Report. The Needles Border Protection Station (BPS) inspects vehicles traveling west into California on I-40 to ensure they are pest free. The project is being completed on behalf of the DGS in cooperation with Caltrans District 8 in compliance with Section 106, PRC Sections 5024 and 5024.5, and CEQA. The project is ongoing and involves developing an APE map, conducting archival research and field surveys, and documenting and evaluating historic-period resources on DPR 523 forms. Resources include the BPS and Route 66. The Historic Property Survey Report and related documents are subject to review and approval by Caltrans and the State Historic Preservation Officer (SHPO).

- **Blythe Food and Agricultural Inspection Station:** Ms. Tibbet is the Principal Architectural Historian for the Historic Property Survey Report and Historical Resources Evaluation Report for the replacement of the Blythe Food and Agricultural Inspection Station and related road improvements. The project is being completed on behalf of the DGS in cooperation with Caltrans District 8 in compliance with Section 106, PRC Sections 5024 and 5024.5, and CEQA.

The project is ongoing and involves developing an APE map, conducting archival research and field surveys, and documenting and evaluating historic-period resources on DPR 523 forms. The Historic Property Survey Report and related documents are subject to review and approval by Caltrans and the SHPO.



- **California Conservation Corps (Los Piños):** LSA conducted a Historic Resources Assessment for this project located at 39251 Ortega Highway within the Trabuco Ranger District in the Cleveland National Forest in Orange County, California. The 43-acre site includes approximately 15 buildings, recreation facilities, an internal road system, and sewer ponds. The project proposes to use, maintain, and improve (where necessary) the existing facilities to accommodate new occupants. Ms. Tibbet completed intensive-level field surveys of the property, reviewed hundreds of pages of plans for the facility, and documented and evaluated the property under the National Register of Historic Places and California Landmark criteria pursuant to PRC Sections 5024 and 5024.5.

**Caltrans, State Route 1, 7th Ave to Moss Street ADA Upgrade Project Historical Resources Evaluation Report
Orange County, California**

Ms. Tibbet served as the Principal Architectural Historian for this project, which included the evaluation of 16 historic-period resources dating from 1917 to 1966. This study was completed in accordance with the Section 106 and CEQA processes for review by Caltrans District 12.

**City of Orange, Killefer Square Apartments
Orange, California**

Ms. Tibbet completed an Impacts Assessment for this project, which proposed the adaptive reuse of the National Register-listed Lydia D. Killefer Elementary School and removal of all other buildings and parking to facilitate a multiple-family residential project with parking and various amenities. The Impacts Assessment was completed using the Secretary of the Interior's Standards for the Treatment of Historic Properties.

**City of Anaheim, Lincoln Avenue Widening Project
Anaheim, California**

Ms. Tibbet completed a historic resources assessment and impacts analysis for this project within the Anaheim Colony Historic District (ACHD). A total of 18 properties were documented and evaluated and, of those, eight properties, including the ACHD, were evaluated as "historical resources" as defined by CEQA. An impacts analysis was completed using the Secretary of the Interior's *Standards for the Treatment of Historic Properties*.

**City of Anaheim, Library Green Space Project
Anaheim, California**

Ms. Tibbet completed National Historic Preservation Act (NHPA) Section 106 compliance for the Anaheim Central Library Green Space Project (also known as the Children's Garden) located at 500 Broadway within the locally designated Anaheim Colony Historic District in Anaheim.

Caltrans, Historical Resources Evaluation Report for the I-5 Widening from El Toro Road to SR-73 Project Lake Forest, Mission Viejo, Laguna Hills, and Laguna Nigel, California

Ms. Tibbet served as the Principal Architectural Historian for this project, which involved the evaluation of 11 properties (10 residences and a school) within the APE. This study was completed in accordance with the Section 106 and CEQA processes for review by Caltrans District 12.

PREVIOUS AND CURRENT CLIENTS

- | | |
|-----------------------------|--|
| • Sanyao International Inc. | • City of Pomona |
| • City of Anaheim | • Riverside County Office of Education |
| • Eric Tsang Architects | • City of Riverside |
| • Feng Xia Architect Inc. | • CWE Corporation |
| • City of Laguna Beach | • RS&H |



BLAKE SELNA

PRINCIPAL / BIOLOGIST / CERTIFIED ARBORIST
CONTRACT ROLE: BIOLOGICAL RESOURCES



EXPERTISE

- Biological Assessments
- Jurisdictional Delineations
- Regulatory Permitting
- Mitigation Planning, Monitoring, and Reporting
- Construction Monitoring
- Arborist Reports
- Habitat Restoration Plan Design and Implementation

EDUCATION

B.S., Environmental and Resource Sciences, University of California, Davis, March 2000

PROFESSIONAL EXPERIENCE

LSA, Irvine, California

- Principal: 2014–Present
- Associate Biologist: 2011–2013
- Senior Biologist: 2007–2010
- Biologist: 2000–2007

PROFESSIONAL CERTIFICATIONS/ REGISTRATIONS

Certified Arborist No. WE-7397A, International Society of Arboriculture

Certified Wetland Delineator, Wetland Training Institute

PROFESSIONAL RESPONSIBILITIES

With 24 years of professional experience at LSA, Mr. Selna expertly manages biological and regulatory services for both public and private clients and projects of all shapes and sizes, with special emphasis on Southern California. His expertise and experience include a wide range of biological and regulatory consultation, including biological resource analysis, jurisdictional delineation, regulatory permitting, habitat restoration, and mitigation planning and compliance monitoring. He is extremely familiar with assessing and restoring Southern California native habitats. He is also very familiar with the County of Orange Central/Coastal Subregion Natural Communities Conservation Plan/ Habitat Conservation Plan (NCCP/HCP), the Southern Subregion Habitat Conservation Plan and the Orange County Transportation Authority Measure M2 NCCP/HCP/Environmental Mitigation Program. In addition, he has worked within the regulatory frameworks of Los Angeles, San Diego, Riverside, and San Bernardino counties. As an International Society of Arboriculture Certified Arborist, Mr. Selna has prepared tree reports for projects in Newport Beach, Huntington Beach, Laguna Beach, Long Beach, Anaheim, Irvine, Santa Ana, Marina del Rey, San Juan Capistrano, Murrieta, Chino, Corona, Calabasas, Los Angeles, West Covina, Santa Clarita, Palmdale, unincorporated Los Angeles County, and the Angeles National Forest.

PROJECT EXPERIENCE

Caltrans District 12, On-Call Environmental Services Orange County, California

Mr. Selna serves as Principal Biologist for this on-call contract. Mr. Selna provides technical Quality Assurance/Quality Control (QA/QC), regulatory permitting coordination, and biological resource analyses. Additionally, he provides QA/QC review of all work products prepared under the biological task orders, works with the Task Order Managers to ensure that the appropriate staffing/resources are available to complete task order deliverables within budget and schedule, and provides and participates, as needed, in consultations with resource/regulatory agencies regarding permitting and mitigation requirements. As part of this contract, Mr. Selna conducted arborist surveys and native tree inventories, and provides/provided QA/QC (Principal review) for several biological resource analyses, and construction monitoring for special-status species and habitats for various task orders on facilities including SR-55, SR-91, I-5, I-405, SR-133, and SR-1 under Contracts 12A1775 and 12A1655.

OC Waste & Recycling, South Region Landfills Orange County, California

Since 2009, Mr. Selna has been managing the On-Call Biological Services contract for OC Waste & Recycling's South Region Landfills, primarily at Prima Deshecha Landfill. Current tasks include preparation of a Jurisdictional Delineation and regulatory-permit application package for more than 570 acres of proposed expansion, on- and off-site mitigation planning and design, and monitoring of

installation and maintenance of more than 200 acres of habitat restoration. Mr. Selna has also worked on environmental analysis, permitting, and mitigation projects at OC Waste & Recycling's active Central and North



Region landfills (the Frank R. Bowerman and Olinda Alpha Landfills), as well as closed sites including Santiago, Gothard, and Coyote Canyon Landfills.

Mariners Village Arborist Services Marina del Rey, California

Mr. Selna completed the initial surveys of the property and coordinated the initial comprehensive inventory of the trees on the project. As the scope of services expanded to special-status nesting bird monitoring and tree risk assessments, Mr. Selna assumed the role of Principal in Charge and delegated the day-to-day task management to the relevant specialists within LSA's Natural Resources team. LSA continues to provide ongoing evaluation of tree health, developed an annual pruning program, and conducted an annual colonial nesting bird monitoring program over the last 10 years.

City of Long Beach, Coastal Zone Tree Trimming Long Beach, California

Mr. Selna provided Principal review and oversight for nesting bird surveys and arborist evaluations for the City of Long Beach. As part of an on-going on-call contract, Mr. Selna provides Principal oversight for projects such as the Belmont Plaza renovation, Leeway Sailing and Aquatic Center, City Hall, Public Safety Building, and the City's annual Coastal Zone tree trimming program.

Caltrans, SR-74 Pavement Rehabilitation Project Orange County, California

Mr. Selna led a team of LSA biologists and International Society of Arboriculture (ISA) Certified Arborists that mapped, tagged, and inventoried coast live oaks (*Quercus agrifolia* var. *agrifolia*) and scrub oaks (*Quercus berberidifolia*) along a 2.5-mile widening of Ortega Highway (SR-74) in unincorporated Orange County. The team worked through the constraints of limited lane closure opportunities to safely inventory the trees that were within the project limits and adjacent to the two-lane highway. A total of 473 oak trees were inventoried and evaluated for health and structural characteristics. The inventory was intended to document pre-project conditions for later use in evaluating project impacts and to provide a basis for postconstruction mitigation.

Irvine Company, Bommer Canyon Irvine, California

Mr. Selna designed and monitored the implementation of the Oak Tree Protection and Replacement Plan, which provided technical specifications for the minimization of impacts to existing oak trees and the replacement of trees that were unavoidably impacted during construction. The project involved the protection of oak trees adjacent to the grading area and soil/duff salvage and stockpile from the grading area. Restoration areas were specifically selected within the 0.45-acre area of remedial grading on the site, as well as the 1.23-acre off-site degraded oak woodland area that was damaged by cattle grazing. Sites were selected based on aspect, soil type and depth, hydrology, and existing vegetation. Stockpiled soil and duff were placed within remedial grading areas, and acorns were planted throughout the restoration areas. Currently, 109 replacement oak trees are growing from locally harvested acorns and have achieved the performance standards. More recently, Mr. Selna assisted the City of Irvine with its Recreation and Resource Management Plan and a Minor Amendment to the Natural Community Conservation Plan related to the development of public trails and trailhead facilities within the City's Open Space Preserve-South.

PREVIOUS AND CURRENT CLIENTS

- California Department of Transportation
- OC Flood (Orange County Flood Control)
- OC Waste & Recycling
- City of Carlsbad
- City of Irvine
- City of Rancho Palos Verdes
- City of Laguna Beach
- City of Long Beach
- Irvine Ranch Water District
- Irvine Company



ERIC KRIEG

ASSOCIATE / BIOLOGIST

CONTRACT ROLE: BIOLOGICAL RESOURCES



EXPERTISE

- Revegetation/Restoration
- Biological Assessments
- Construction Monitoring
- Flora and Fauna Surveys
- Mitigation Planning, Design, and Monitoring

EDUCATION

M.S., Biology (Ecology and Conservation), Illinois State University, Normal, Illinois, 1996

B.S., Biology, Frostburg State University, Frostburg, Maryland, 1993

PROFESSIONAL EXPERIENCE

LSA, Irvine, California

- Associate Biologist: 2011–Present
- Senior Biologist: 2004–2010
- Biologist: 1997–2003

PERMITS AND AUTHORIZATIONS

USFWS Permit No. TE-777965, Authority to survey for the threatened coastal California gnatcatcher

CDFW Scientific Collecting Permit No. SC-005874

PROFESSIONAL RESPONSIBILITIES

Mr. Krieg's primary duties consist of habitat restoration and biological resource monitoring during project implementation and long-term monitoring. He has experience preparing restoration plans and overseeing all aspects of a plan's implementation, from custom seed collection and native plant propagation through installation, maintenance, and monitoring procedures. Mr. Krieg has been involved in restoring coastal sage scrub, native grassland, oak woodland, riparian, and wetland habitats for mitigation projects. He has taken part in several relocation projects for sensitive plants, including the intermediate mariposa lily and many-stemmed dudleya. Mr. Krieg has assisted with conducting jurisdictional delineations and preparing permits for small wetland projects.

Mr. Krieg's responsibilities include most aspects of the entitlement process, from initial assessment to implementation and monitoring, followed by preparing the final reports for agency approval (USACE, CDFW, California Coastal Commission, USFWS, and RWQCB). He has prepared a number of Biological Assessments for approval by regulatory agencies, including mitigation monitoring plans according to USACE guidelines. Mr. Krieg has performed numerous focused surveys for sensitive species, including the desert tortoise, cactus wren, burrowing owl, coastal California gnatcatcher, many-stemmed dudleya, and intermediate mariposa lily. He has permits to perform protocol presence and absence surveys of coastal California gnatcatchers.

PROJECT EXPERIENCE

Caltrans District 12, Laguna Canyon Road (SR-133) Widening and Drainage Improvement Project Orange County, California

Mr. Krieg served as Biological Task Manager for the Laguna Canyon Road (SR-133) Widening and Drainage Improvement Project. This project proposes several improvements along Laguna Canyon Road from the SR-73 Toll Road to just south of El Toro Road. This project included conducting protocol surveys (coastal California gnatcatcher, least Bell's vireo, southwestern willow flycatcher, and Pacific pocket mouse), surveys for special-status plant and animal species, habitat assessment, a Jurisdictional Delineation and report, and preparation of a Natural Environment Study and Biological Assessment. Throughout the project, coordination with Caltrans biologist occurred in order to keep them up to date on the fieldwork and survey results.

Caltrans District 12, On-Call Environmental Services Orange County, California

Mr. Krieg has been the Task Manager for several task orders, which involved the review and oversight for the preparation of a Caltrans Natural Environment Study, Jurisdictional Delineation, and Biological Assessment for a proposed highway safety improvement project from 2017 through 2019. Specific tasks included conducting multiple focused botanical surveys, general habitat suitability assessment surveys, vegetation and sensitive plant species mapping, and an oak

tree impact evaluation. Mr. Krieg also managed and conducted the monitoring for slope stabilization projects along



SR-241. As part of this work, he conducted focused surveys for coastal California gnatcatchers and prepared a construction monitoring report for USFWS.

**Orange County Transportation Authority, I-5 (Avenida Pico to County Line)
San Clemente, California**

Mr. Krieg performed protocol gnatcatcher surveys along I-5 from Avenida Pico to the San Diego County line. The surveys were conducted within suitable scrub habitat within the proposed impact limits and a 500-foot buffer. Mr. Krieg coordinated with USFWS and CDFW for the surveys.

**Moulton Niguel Water District, La Paz Creek Vegetation Management Project
Mission Viejo, California**

Mr. Krieg is serving as Project Manager for the Moulton Niguel Water District La Paz Creek vegetation management project. The project involved the removal of nonnative vegetation within the riparian area associated with the creek and the removal of native trees within the direct flow of the creek to reduce flooding potential at the Plant 3A Wastewater Treatment Plant/Advanced Water Treatment facility. A Streambed Alteration Agreement from the California Department of Fish and Game was obtained for this work and is guiding the restoration effort. The current phase of the project is monitoring the restoration activities of the Restoration Contractor, collecting annual data, and preparation of annual monitoring reports.

**OC Public Works, El Moro Antenna
Orange County, California**

Mr. Krieg acted as the Project Manager for the El Moro Antenna project in Crystal Cove State Park. He prepared the Coastal Development Permit extension when there was a delay in the start of construction. The extension permit was sent to the California Coastal Commission for review and approval. Mr. Krieg coordinated with OC Public Works to gather the required information for the permit extension and the California Coastal Commission approved it. Mr. Krieg will manage the biological, archaeological, and paleontological monitoring required for this project.

**Geosyntec, Alpha Olinda Landfill, 10(a) Permit
Orange County, California**

Mr. Krieg served as Project Manager for the Habitat Conservation Plan (HCP) and 10(a) Permit at Alpha Olinda Landfill. LSA worked with Geosyntec under its contract. Gnatcatcher surveys were performed in the proposed impact areas within coastal sage scrub. The 10(a) Permit application and HCP were prepared and sent to USFWS for approval and authorization. Mr. Krieg coordinated with OC Waste & Recycling to get the approved 10(a) Permit and get authorization to start the projects.

**La Pata Avenue Extension Project
Orange County, California**

Mr. Krieg assisted with several tasks on this roadway extension project. He performed construction monitoring, focused surveys for coastal California gnatcatchers, and floristic surveys for sensitive species.

PREVIOUS AND CURRENT CLIENTS

- California Department of Transportation
- City of Irvine
- City of Long Beach
- Forest Lawn Memorial-Park Association
- Geosyntec Consulting
- Southern California Edison
- OC Waste & Recycling
- County of Orange
- Irvine Ranch Water District
- Irvine Community Development Company



JOHN T. STEPHENS

PRINCIPAL / NOISE AND VIBRATION SPECIALIST
CONTRACT ROLE: NOISE AND VIBRATION



EXPERTISE

- Noise and Vibration Analysis
- Interior Acoustics

EDUCATION

B.S., Acoustical Engineering,
minor in Communications
Purdue University, West
Lafayette, Indiana, 2004

PROFESSIONAL EXPERIENCE

LSA, Point Richmond,
California

- Executive Vice President:
2024–Present
- Principal Noise Specialist:
2022–Present
- Associate Noise Specialist:
2018–2022
- Senior Noise Specialist: 2012–
2017

Other Companies: 2003–2012

PROFESSIONAL CERTIFICATIONS

E.I.T. License No. ET30504764,
2005

PROFESSIONAL RESPONSIBILITIES

Mr. Stephens is a Principal Noise and Vibration Specialist and part of LSA's environmental technical staff. He is primarily responsible for the preparation of noise and vibration studies for a variety of projects. Mr. Stephens is proficient in the use of various traffic noise models, the Roadway Construction Noise Model (RCNM), the Aviation Environmental Design Tool (AEDT), SoundPLAN Noise Prediction Software, and INSUL, a noise prediction software for building façades and partitions. Mr. Stephens is also responsible for performing noise and vibration monitoring surveys using a variety of Larson-Davis sound level meters and accelerometers. Mr. Stephens has supported numerous controversial studies, some of which required Non-Disclosure Agreements, and has attended public meetings as a professional expert.

PROJECT EXPERIENCE

City of Long Beach, General Plan Noise Element Update Long Beach, California

Mr. Stephens served as the Technical Noise Lead for this project. Mr. Stephens discussed existing policies and plans with City of Long Beach staff to help refine the scope of work. As part of the technical analysis, a variety of noise measurements, both long-term 24-hour and short-term, were gathered to assess the existing noise environment. Mr. Stephens assisted with the development as well as the assessment of existing and future noise contours along the roadway network in the City of Long Beach, including rail, aircraft, and stationary source activities. Mr. Stephens continues to work with City of Long Beach staff on refining policies for future developments.

City of Long Beach, General Plan Land Use and Urban Design Elements Long Beach, California

Mr. Stephens served as Noise Specialist for this project and assisted in the preparation of the technical noise and vibration analysis. Mr. Stephens discussed existing policies and plans with City of Long Beach staff to help refine the scope of work. As part of the technical analysis, a variety of noise measurements, both long-term 24-hour and short-term, were gathered to assess the existing noise environment. Additionally, Mr. Stephens assisted in the development and assessment of existing and future noise contours along the roadway network in the City of Long Beach and completed rail, aircraft, and stationary source activities.

City of Berkeley, 1900 Fourth Street Project EIR Berkeley, California

Mr. Stephens served as Noise Resources Specialist. The project proposed the demolition of an existing structure and redevelopment of the site with 135 residential units and 33,080 square feet of retail and restaurant space, as well as parking and open space. The site is located entirely within the boundary of the West Berkeley Shellmound, a historical resource under CEQA and a local City Landmark.

Nakase Nursery/Toll Brothers Project Lake Forest, California

Mr. Stephens served as Technical Peer Reviewer for the Noise and Vibration Technical Analysis for this project, which was prepared in support of the EIR for this project located in the City of Lake Forest. The project involved the



approval of an Area Plan that would facilitate the development of a master-planned community on a 122-acre site that is currently operating as an agricultural wholesale plant nursery.

Fairfield Residential Company, Glassell Park Residential Project
Los Angeles, California

Mr. Stephens served as the Senior Acoustical Specialist for this project and prepared the technical noise and vibration analysis in support of an IS/MND. Located in the Glassell Park neighborhood of Los Angeles, this project involved the demolition of a storage, warehousing, and distribution structure and the construction of a five-story residential building with 370 apartment homes, an approximately 1,900-square-foot co-work space, and a seven-story parking structure. The Technical Noise and Vibration Analysis identified potential construction noise and vibration impacts to surrounding receptors as well as long-term operational noise impacts. Additionally, the Technical Noise and Vibration Analysis provided design recommendations to confirm that the project was consistent with the City's exterior and interior noise criteria.

FF Realty III LLC, 200 Airport Boulevard Environmental Consistency Analysis
San Mateo County, California

Mr. Stephens assisted with the preparation of the Noise and Vibration Study for the project. The project involved the demolition of the existing buildings and the construction of a seven-story mixed-use building with ground floor commercial use in South San Francisco. The project site is designated as Downtown Transit Core in the South San Francisco Downtown Station Area Specific Plan (DSASP). LSA prepared a memorandum and checklist for the project that relied on the DSASP EIR, which provided a program-level analysis of development within the area encompassing the project site.

Lake Forest Kingdom Halls Project
Lake Forest, California

Mr. Stephens prepared the Noise and Vibration Impact Analysis. The project would construct two single-story buildings for religious purposes and would include parking for 140 vehicles, landscaping, and grading on 1.65 acres. Each building would be approximately 3,300 square feet in size and would include a library, an office, and a small auditorium holding 129 seats. The technical noise analysis analyzed operational noise impacts to the nearby noise sensitive uses and provided mitigation measurements to reduce significant noise impacts to comply with City of Lake Forest noise standards.

Moulton Niguel Water District Operations Project
Laguna Hills, California

Mr. Stephens prepared the Noise and Vibration Analysis for this project, which would consolidate administrative and operational functions currently located on the project site. The technical noise analysis analyzed operational noise impacts to the nearby noise sensitive uses and provided mitigation measurements to reduce significant noise impacts to comply with City noise standards.

PREVIOUS AND CURRENT CLIENTS

- | | |
|---|----------------------------|
| • California Department of Transportation | • City of Cypress |
| • California High Speed Rail Authority | • City of Dana Point |
| • City of Anaheim | • City of Huntington Beach |
| • City of Berkeley | • City of Laguna Woods |
| • City of Carlsbad | • City of Lake Forest |



PAM READING

PRINCIPAL ENVIRONMENTAL PLANNER

CONTRACT ROLE: WATER QUALITY AND AGRICULTURAL RESOURCES



EXPERTISE

- CEQA/NEPA Planning and Analysis
- Land Use Planning
- Natural Resource Management
- Water Quality
- NEPA & CEQA Agricultural Land Evaluations and Site Assessments

EDUCATION

M.S., Hydrology & Watershed Management. Yale University, School of Forestry & Environmental Studies, New Haven, Connecticut

B.A. (Magna Cum Laude), Environmental Studies/Political Science, University of Vermont, Burlington, Vermont

PROFESSIONAL EXPERIENCE

LSA, San Luis Obispo, California

- Principal and Environmental Planner: 2017-Present
- Senior/Associate Planner: 2008-2017
- Environmental Planner: 2006-2008
- Assistant Environmental Planner: 2004-2006

PROFESSIONAL AFFILIATIONS

APA, California Central Coast Chapter

AEP, Channel Counties Chapter

PROFESSIONAL RESPONSIBILITIES

Ms. Reading is one of LSA's Environmental Planning Principals with a particular expertise in hydrology and water quality. Ms. Reading has been providing environmental planning services throughout California for the past 20 years. Ms. Reading specializes in working with public agencies to complete land development and transportation/infrastructure-oriented projects. She also serves as Principal and Project Manager for the preparation of a variety of documents pursuant to CEQA/NEPA, including ISs, MNDs, EIRs, PEARs, EAs, and EISs. In addition, Ms. Reading oversees LSA's in-house water quality work. In this capacity, she prepares and/or oversees the preparation of CEQA/NEPA technical water quality reports and analyses. She has served as a contract planner for cities and utilities on the central coast. In this capacity, Ms. Reading conducts analyses, prepares documents, and makes presentations to advisory and elected bodies about proposed projects.

PROJECT EXPERIENCE

City of San Luis Obispo Capital Improvement Plan On-Call Environmental San Luis Obispo, San Luis Obispo County, California

Ms. Reading is Principal in Charge and provided review of scopes of work, budgets, and monitoring plans and reports for a variety of CIP projects on an on-call basis. Services provided by LSA under this contract include archaeological and historical assessments, archaeological subsurface investigations, biological assessments, preparation of Initial Studies, regulatory analysis and permitting, construction mitigation and monitoring, archaeological data recovery, and habitat restoration. To date, LSA has prepared several archaeological monitoring plans and conducted archaeological monitoring for projects located in culturally sensitive areas such as the Higuera Street Paving Project in Downtown San Luis Obispo.

Monterey County On-Calls for Bridge Design, for Environmental Planning and Consulting Services for Federally Funded Road/Bridge/Building Facilities Projects, and EIR Consultant List Monterey County, California

Ms. Reading is the Principal in Charge and water quality specialist for on-call contracts with the County of Monterey Department of Public Works, Facilities, Parks, and the Planning Department. Under LSA's on-call contracts, Ms. Reading has or is currently managing a variety of projects, including (1) technical analyses and environmental documentation in of a proposed new sewer line to connect farmworker housing to the regional wastewater system; (2) technical analyses and environmental documentation of improvements to San Lorenzo Park; (3) technical analyses and environmental documentation for constructing an amphitheater on the north shore of Lake San Antonio and replacing the existing marina on the south shore; (4) cultural work to support replacing guardrails in various locations throughout Monterey County; (5) cultural work to support installing signs in almost 800 different locations along 28 roadways throughout Monterey County; (6) the preparation of American Engineering Record Documentation for the Historic Nacimiento Lake Drive Bridge; (7) technical analyses and environmental documentation in support of a new Bradley Branch Library; (8) technical analyses,



environmental documentation and regulatory permitting tasks to support assorted County of Monterey bridge projects; and (9) Regulatory permitting support for multiple roadway and bridge emergency repair projects.

City of Lake Forest On-Call for Environmental Consultant Services Lake Forest, Orange County, California

Ms. Reading is the Principal in Charge and Water Quality Specialist for LSA's contract for On-Call Environmental Consultant Services with the City of Lake Forest. Most recently, Ms. Reading is serving as the Principal in Charge, Project Manager, and Water Quality Specialist for the IPT Enterprise Business Center and Western Realco Warehouse/Manufacturing Projects. The proposed projects include the demolition of existing commercial and office buildings and the construction of three separate buildings that will include a mix of manufacturing, warehouse, and office space. The proposed warehouse projects will also include the construction of parking, landscaping, and off-site transportation improvements.

City of Rancho Cucamonga On Call CEQA Consulting Services Rancho Cucamonga, San Bernardino County, California

Ms. Reading is the Principal in Charge and primary contact for LSA's contract for On-Call Environmental CEQA Consulting Services with the City of Rancho Cucamonga. Most recently, Ms. Reading worked with the City of Rancho Cucamonga to complete a consistency analysis for a residential project with an approved Master Plan area and provided multiple technical studies in support of a Class 32 In-fill Exemption for a 6-unit housing development.

City of Colton Pre-Qualified Short List of Environmental Consultants Colton, San Bernardino County, California

Ms. Reading is the Principal in Charge for LSA's contract with the City of Colton for Environmental Consulting Services. Most recently, Ms. Reading is serving as the Principal in Charge and Water Quality Specialist for the Reche Canyon Plaza Project. The project includes the development of approximately 18,124 square feet of local-serving commercial uses along Reche Canyon Drive in Colton. The project requires a Specific Plan Amendment to change the existing land use designation of the project site from "Estate Density" to "Commercial" and a General Plan Amendment to change the existing land use designation of an off-site parcel to allow for residential development to prevent a net loss of residential capacity within the city in compliance with SB 330 requirements.

Caltrans District 8 and City of Moreno Valley, SR 60/World Logistics Center Parkway Interchange Improvement Project Moreno Valley and Unincorporated Riverside County, California

Ms. Reading was responsible for the preparing the Farmland Impact Conversion Impact Rating Form, coordinating with the NRCS, and preparing a Farmland Technical Memorandum for the City of Moreno Valley, in cooperation with Caltrans District 8, to reconstruct and improve the SR-60/World Logistics Center Parkway interchange to reduce congestion, improve traffic flow, and accommodate forecast traffic demands in and around Moreno Valley. Ms. Reading also authored the agricultural sections of the EIR/Environmental Assessment.

PREVIOUS AND CURRENT CLIENTS

- California Department of Transportation
- California Department of General Services
- City of Lake Forest
- City of Long Beach
- City of Menifee
- City of Morro Bay
- City of San Luis Obispo
- City of Carmel by the Sea
- County of San Luis Obispo
- County of Monterey



JEFF AGUILAR, PG

PRINCIPAL GEOLOGIST

CONTRACT ROLE: SUBCONSULTANT – GEOTECHNICAL

FIRM

Ninyo & Moore
Geotechnical and
Environmental Sciences
Consultants

EXPERTISE

- Geologic Investigations
- Phase I Site Assessments

EDUCATION

B.A., Geology, University of
Nebraska, Lincoln, 1995

PROFESSIONAL EXPERIENCE

Ninyo & Moore, Irvine, California

- Principal Geologist: 2022–Present

Leighton & Associates, Irvine,
California

- Associate Geologist: 2021–2022

Other Companies: 1995–2021

REGISTRATIONS

Professional Geologist,
California, No. PG8178

OSHA 40-hour HAZWOPER with
8-hour refreshers

OSHA 8-hour HAZWOPER Site
Supervisor Training

First Aid and CPR Training

PROFESSIONAL AFFILIATIONS

South Coast Geological
Society

PROFESSIONAL RESPONSIBILITIES

As a Principal Geologist, Mr. Aguilar has extensive experience as an environmental geologist and project manager and is skilled in portfolio and project management, regulatory and client interactions, technical report writing and data analysis. His areas of expertise include developing investigative scopes of work, cost proposals; permitting; feasibility studies; remedial design and implementation; subcontractor management; operation of treatment systems; compliance monitoring; reporting and regulatory negotiations. He is knowledgeable in the regulatory process of federal, state, and local agencies including the United States Environmental Protection Agency (USEPA), California Regional Water Quality Control Board (RWQCB) Cal-EPA Department of Toxic Substances Control (DTSC), Southern California Air Quality Management District (SCAQMD) and Orange County Health Care Agency (OCHCA).

PROJECT EXPERIENCE

Weber Metals, 10700 & 10710 Sessler Street Phase I ESA South Gate, California

Principal Geologist retained to conduct a Phase I Environmental Site Assessment (ESA) at 10700 and 10710 Sessler Street in South Gate, California (site) as part of a potential property acquisition. The Phase I ESA was conducted in accordance with ASTM Standard E1527-21. At the time of the site reconnaissance, the site was developed with two rectangular structures which are occupied by Precision Forging Dies, Inc. By 1949, structures were constructed west, northwest and south of the subject property.

City of Fontana, Phase I Environmental Site Assessment for 17001 Upland Avenue Fontana, California

Principal geologist for preparation of the Phase I ESA to evaluate the possibility that adverse environmental conditions are present at the site, due to past or present use of the site, and/or other properties in the site vicinity. The study followed the standard practices described in Section 6.2 of ASTM International (ASTM) Standard E 1527-21 and the United States Environmental Protection Agency's (EPA) All Appropriate Inquiries (AAI) rule (40 Code of Federal Regulations Part 312 Section 312.25).

City of Moreno Valley, 4 APNS, Moreno Valley, California

Principal Geologist retained by D.R Horton to perform a Hazardous Materials Assessment (HMA) for four parcels (APNs 486-260-003, -004, -005, and -009) in Moreno Valley, California. The purpose of the HMA was to evaluate whether hazardous materials or recognized environmental conditions (RECs) (petroleum or other hazardous substances) were present on the parcels of land currently due to past or present use of the site and/or properties in the sites vicinity.

MUFG Union Bank, Phase I Environmental Site Assessment for 8365 Beech Avenue Fontana, California

Principal geologist for preparation of the Phase I ESA to evaluate the possibility that adverse environmental conditions are present at the site, due to past or present use of the site, and/or other properties in the site vicinity.



The study followed the standard practices described in Section 6.2 of ASTM International (ASTM) Standard E 1527-21 and the United States Environmental Protection Agency's (EPA) All Appropriate Inquiries (AAI) rule (40 Code of Federal Regulations Part 312 Section 312.25).

David Grant Group, Phase I Environmental Site Assessment for APNs 367-180-042 and -049 and 367-300-002 and -003, Wildomar, California

Principal geologist for preparation of the Phase I ESA to evaluate the possibility that adverse environmental conditions are present at the site, due to past or present use of the site, and/or other properties in the site vicinity. The study followed the standard practices described in Section 6.2 of ASTM International (ASTM) Standard E 1527-21 and the United States Environmental Protection Agency's (EPA) All Appropriate Inquiries (AAI) rule (40 Code of Federal Regulations Part 312 Section 312.25).

ECORP Consulting, Phase I Environmental Site Assessment for Devil's Punchbowl Nature Center Pearblossom, California

Principal geologist for preparation of the Phase I ESA to evaluate the possibility that adverse environmental conditions are present at the site, due to past or present use of the site, and/or other properties in the site vicinity. The study followed the standard practices described in Section 6.2 of ASTM International (ASTM) Standard E 1527-21 and the United States Environmental Protection Agency's (EPA) All Appropriate Inquiries (AAI) rule (40 Code of Federal Regulations Part 312 Section 312.25).

Vector Control Pipeline Abandonment, Indio, California

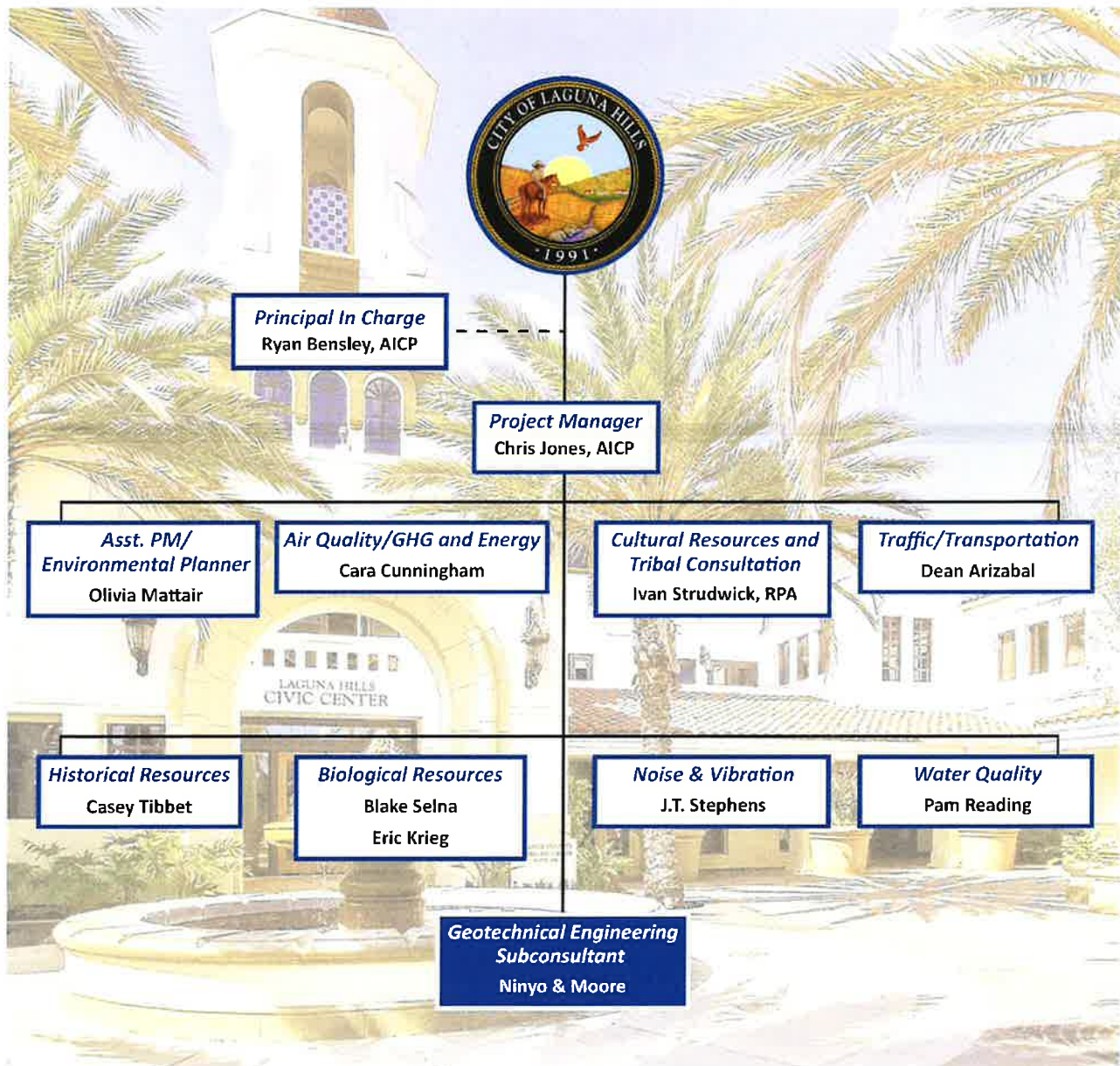
Principal Geologist retained to conduct a Phase I Environmental Site Assessment (ESA) of the approximate 2,581 feet of irrigation pipeline in Indio, California. At the time of the subject property reconnaissance, the subject property was undeveloped land associated with the Whitewater River to the north and west, a railroad and residential properties to the south, and commercial properties to the east. Due to the current development of the subject property into pedestrian and bike lanes, disturbed soils associated with excavation and grading of subject property were observed. The Phase I was performed this ESA in conformance with the scope and limitations of ASTM E1527 21.



D. Organizational Chart

We have provided an organization chart below which lists all key individuals who will be working on projects under this as-needed contract. The staff listed on the organization chart will not be substituted without prior approval from the City, at which time an individual with similar qualifications will be named.

With a staff of nearly 180 employees, LSA possesses a number of staff members who share experience and qualifications. This shared expertise allows for LSA to seamlessly transition staff into roles in the event of a proposed change that is outside of the firm's control. As stated above, should a change become necessary over the course of the contract, LSA will notify the City and present the qualifications of the proposed staff member for City approval.







E. References

Per the Request for Qualifications (RFQ) requirements, LSA has provided three current client references below. LSA encourages you to contact our references regarding the quality of our work, management of budget and schedule, and attentiveness to project needs. All the contacts below have worked directly with our designated Principal in Charge, Ryan Bensley, or Primary Project Manager, Chris Jones, within the last 5 years.

LSA's References	
Contact Information	Project/Contract of Reference
Hayden Beckman, Senior Planner <i>City of Huntington Beach</i> 2000 Main Street Huntington Beach, CA 92648 hayden.beckman@surfcity-hb.org (714) 536-5561	Project Name: On-Call Environmental (CEQA) Services Dates: 2018–Ongoing Brief Description: Under contract with the City of Huntington Beach since 2018, LSA has been providing environmental documentation services to the City in compliance with State regulations. LSA recently worked on the Seaciff Inspired Senior Living (Assisted Living/Memory Care Facility) IS/MND Project, the Bolsa Chica Senior Living Community Project, and the Bella Terra Residential Project EIR Project under this contract.
Alicia Velasco, Planning Director <i>City of Cypress</i> 5275 Orange Avenue Cypress, CA 90630 avelasco@cypressca.org (714) 229-6700	Project Name: On-Call Planning and Environmental Services Dates: 2016–Ongoing Brief Description: LSA has been under contract with the City of Cypress since 2016 and has been providing environmental documentation services in compliance with State regulations for infill development and residential, commercial, and institutional development projects. LSA has recently worked on the Cypress Town Center EIR Project and the Cypress City Center EIR Project under this contract.
Christopher Macon, City Manager <i>City of Laguna Woods</i> 24264 El Toro Road Laguna Woods, CA 92637 cmacon@cityoflagunawoods.org (949) 639-0512	Project Name: Program EIR and General Plan Update Dates: 2021–Ongoing Brief Description: LSA is currently under contract with the City of Laguna Woods to prepare a Program EIR in support of a proposed General Plan and Zoning Code update that would create four new overlay zoning districts that would allow housing development, apply one of the four new overlay zoning districts to each of the 17 potential housing sites identified in the City's 2021–2029 Housing Element, and change the General Plan land use designation and zoning on 12 properties to better correlate existing uses with land use designations and zoning.





F. Project Understanding, Overview and Approach

Understanding



LSA proposes to provide the City with CEQA document preparation and review services on an on-call basis. We understand that expected services include conducting preliminary review of projects for CEQA purposes, preparing CEQA documents for the City (e.g., ISs in support of NDs/MNDs/MMRPs, EIRs, Addendums to EIRs, and Notices of Intent, Preparation, Determination, and/or Exemption), peer review of CEQA documents prepared by project applicants, CEQA review for potential City projects, review of CEQA and NEPA documents from neighboring agencies, and consultations and conducting scoping meetings.

As part of our suite of services, we provide technical studies related to traffic, air quality/GHG and energy, biological resources, cultural resources, and noise and vibration. Furthermore, LSA also has expertise in reviewing CEQA materials associated with projects being considered by other jurisdictions (e.g., Caltrans, other cities, and the County of Orange) and preparing comments on behalf of a municipal agency.

As outlined in this proposal, LSA has the technical expertise and familiarity with CEQA processes, procedures, and technical requirements to provide the City with CEQA documentation and review services. This expertise includes coordinating with local, State, federal, and other governmental agencies; preparing and processing environmental documents and technical studies; managing public participation programs; issuing necessary legal notices; and incorporating each document into the relevant planning process. We are also familiar with State and County noticing requirements such as posting to CEQAnet and filing documents with the County Clerk-Recorder's Office. Additionally, the LSA Team has extensive experience with conducting scoping meetings and participating in public hearings.

LSA has completed a range of projects throughout Southern California, especially throughout Orange County and Los Angeles County. This extensive experience working as an on-call environmental consultant for hundreds of public and private entities has brought a comprehensive understanding of what skills are needed to manage an on-call contract and multiple concurrent task orders.

Understanding of City Staff Needs

Through our experience working with public agencies, we know that City staff can be stretched thin by the time and effort required to manage the planning and environmental review process. All of the materials we submit will be as thoughtful and complete as possible, and in full compliance with the City's environmental review processes and procedures. We will respond promptly and thoroughly to City comments. We facilitate the document review process by providing "compare versions" of documents showing the explicit changes made between drafts.

We encourage the establishment of regular team teleconferences to provide progress updates. We are open to and will travel to City offices to meet when face-to-face dialogue will be the most effective form of communication. We believe the ability of LSA staff to work independently of, but in close



communication with, staff is one of our greatest assets. We routinely assist staff with public noticing, the preparation of staff reports, findings/statements of overriding considerations, and presentations for public hearings. We are adept at responding to questions from decision-making bodies about complex projects and planning issues.

Approach

This section presents LSA's general approach and methodology to accomplish typical on-call environmental documentation tasks, which includes ensuring that appropriate lines of communication and reporting are established between City staff and LSA to ensure that the work progresses on schedule and as planned.

LSA's approach and methodology for conducting environmental analysis and preparing environmental documents involves organizing the project team and the tasks needed to achieve the following objectives:

- Identify key environmental constraints early in the project development process.
- Work with the City and the consulting team to minimize project environmental impacts to the maximum extent practicable in project development.
- Ensure that all procedural steps required by CEQA and other regulatory processes for environmental analyses are met.
- Incorporate early involvement of and coordination with State and federal regulatory and resource agencies to resolve issues and confirm assessment methodologies.
- Maximize use of existing data, reports, and other relevant information to limit the need for new or supplemental studies.
- Maintain close coordination with the City and consulting team to work toward expediting the project schedule through the environmental document review process(es).
- Develop cost-effective and feasible avoidance, minimization, and mitigation measures based on implementation of relevant project field experience.

- 1 Understanding Local Environment
- 2 Strong Project Management
- 3 Quick Identification of Key Issues
- 4 Informed Decision-Making
- 5 Comprehensive Documentation
- 6 Informative Graphics
- 7 Work Efficiently with City Staff
- 8 Work Effectively with Community
- 9 Realistic Schedule and Budget
- 10 Flexibility and Responsiveness

Once we are tasked with reviewing a project and/or conducting environmental review for a particular project, we will initiate the effort by gathering as much initial information as we can about the project from City staff, the project application, and/or a site visit. We will then prepare a detailed scope of work, a schedule, and a budget for the appropriate environmental document, which will be determined in consultation with City staff. Meeting the City's schedule will be a primary focus. We seek to initiate the planning and review process with a clear understanding of the realistic dates for the receipt of analyses and the completion of technical studies that are key milestones on the critical path for completing the project. Conducting all steps necessary for creation and approval of the necessary environmental review requires not only strict adherence to established timelines and schedules of the project, but also close management of costs associated with the project. Operating within the budget and schedule constraints of the project enables LSA to deliver the highest-quality product within the agreed-upon timeline and financial limits.



Proposed Services

The following is a brief introduction to LSA's areas of specialization as they pertain to this contract.



Environmental Analysis and Planning. LSA's Environmental Planning Group offers broad expertise in environmental analysis and guides projects through all aspects of CEQA and NEPA compliance documentation. Working across multiple technical disciplines, our staff members combine their knowledge of science and regulations with creative problem-solving skills to provide solutions that are innovative, practical, and efficient. Our team offers highly skilled and responsive support to both public- and private-sector clients. This experience includes the preparation of a wide range of CEQA/NEPA documents, including, but not limited to ISs, ND/MNDs, EIRs, addenda to adopted/certified environmental documents, Notices of Exemption/memoranda in support of a Notice of Exemption, Categorical Exemptions, Categorical Exclusions, and EAs.

Our planners use their thorough understanding of CEQA and NEPA and decades of analogous projects to craft environmental documentation that is efficient, technically sound, and resilient to challenges. This process streamlines documentation and focuses on the analysis, all while ensuring that the resulting documentation is legally robust and defensible. This expertise includes coordination with local, State, federal, and other governmental agencies; managing public participation programs; issuing necessary legal notices; and incorporating each document into the relevant planning process.



Biological Resources. We provide a full range of biological services including special-status species surveys, biological assessments, and mitigation plans for listed plants and animals; wetland assessments, wetland delineations, regulatory permits, and wetland mitigation; riparian revegetation/restoration; biological resource sections of CEQA documents; tree surveys and arborist reports; botanical surveys for special-status plant and vegetation mapping; wildlife surveys for special-status species, habitat assessments and modeling, and mitigation plans; and geographic information system (GIS) mapping.

LSA also maintains a number of Section 10 permits for scientific research on various listed species that must be handled during sampling or monitoring. In addition, staff biologists maintain California scientific collector permits to conduct monitoring and sampling work. We regularly conduct construction monitoring and interact with contractors to ensure compliance with regulatory agency permit conditions and CEQA mitigation measures.



Cultural, Tribal, and Historic Resources. We help navigate the full spectrum of federal, State, and local environmental review requirements governing the management and preservation of cultural resources. LSA's Cultural Resources Group is made up of a diverse and highly qualified core group of archaeologists, tribal consultants, and historic preservation specialists with extensive experience in the management of cultural resources throughout California. Our staff assists its clients with compliance on projects dealing with CEQA, NEPA, and the National Historic Preservation Act. The firm has earned a reputation for employing innovative techniques and developing new technologies to protect resources and manage projects. LSA understands that only projects conducted in native sediment or in areas with buildings greater than 50 years old will require cultural or historic resource work. All staff archaeologists at LSA either meet or exceed the Secretary of the Interior's Qualification Standards, and staff archaeologists with master's degrees are Registered Professional Archaeologists (RPAs). Our specialists address regulatory



requirements pertaining to archaeology, architectural history, local and regional history, cultural landscapes, Native American consultation, and traditional cultural properties. Additionally, LSA supports public agency staff in meeting their tribal consultation requirements under AB 52 and Senate Bill (SB) 18 and engages in Section 106 Native American consultation with many Native American groups in California.



Paleontological Resources. Paleontological resources (i.e., fossils) include the preserved remains of past life and are protected by various federal, State, and local regulations and requirements. LSA has provided professional paleontologists for projects throughout the western United States since 1979 and supports its knowledge of the regulatory framework with region-specific expertise, professional certifications, and fully appointed laboratory facilities.



Transportation/Mobility. Our transportation staff offers comprehensive transportation planning and engineering services for all aspects of transportation projects. These services include traffic and parking studies, operational analyses, and transportation planning research. In addition, LSA conducts modeling for regional transportation networks, identifies roadway funding and cost sharing opportunities, and assesses traffic impact and parking conditions. The transportation team is recognized for its creative, solution-oriented approach and its sensitivity to communities, and it has supported local communities with alternative transportation planning and active transportation implementation. LSA has also been part of the discussion regarding numerous State and regional mobility issues, such as Complete Streets, General Plan Circulation requirements, Long-Range Transportation planning, vehicle miles traveled (VMT) studies, and land use and transportation integration (SB 375).



Air Quality/Greenhouse Gas Emissions. Our Air Quality and GHG Group provides comprehensive air quality services to ensure compliance with CEQA, NEPA, and local requirements. Services range from construction-level analyses of transportation and development projects to the assessment of planning documents and studies of unique sources of air pollution. LSA's air quality services are responsive to evolving State and federal standards, recent case law, and scientific literature. We use quantitative and qualitative methods to evaluate project and program GHG emissions, and we work within a multidisciplinary team to craft innovative mitigation measures to reduce effects on global climate change.



Noise and Vibration. LSA noise specialists provide acoustical assessment services in compliance with CEQA, NEPA, and local requirements. Our services range from construction-level analyses of transportation and development projects to the assessment of planning documents and studies of unique sources of noise. We will work with the City to develop reasonable assumptions for construction methods, equipment, and duration. LSA will coordinate with both the design team and the traffic group to analyze operational noise impacts.



Land Use and Resource Management. LSA integrates its understanding of development planning, environmental regulation, and natural resource management to plan and evaluate growth. Our services focus on resource management plans, opportunities and constraints analysis, adjunct staff planning, and entitlement processing.



Water Quality. LSA provides a variety of services to assess how present and proposed actions could affect water quality, particularly with respect to stormwater management. Services include Stormwater Pollution Prevention Plans, Sediment and Erosion Control Plans, and National Pollutant Discharge Elimination System Permit compliance evaluations.

Additional Services/Subconsultant

If LSA does not have the in-house resources to fulfill a particular City need, or if the recent experience of another local subcontractor would allow for economies of either time or budget, we will engage a subcontractor agreeable to the City. With several decades of experience working throughout Southern California with a multitude of teaming partners, we are confident in the strong working relationships we have built over the years and trust that any firm (if needed) will provide top-of-the-line services to support LSA in serving the City.

To supplement the services that LSA will provide, we have included frequent teaming partner **Ninyo & Moore (MBE)** (geotechnical, on-site hazardous material assessment, testing and hazardous waste management, and documentation of testing results and recommended remedial actions)



Ninyo & Moore, a minority-owned business enterprise (MBE), was established in 1986 to provide geotechnical engineering and environmental consulting services to the public and private sectors. For the past 35 years, it has provided the design and construction of municipal and commercial developments, residential developments, educational facilities, hospitals, and industrial developments. Ninyo & Moore's environmental group has extensive experience with Phase I and II environmental site assessments and audits, asbestos and lead paint surveys, hazardous waste investigations, regulatory compliance, water resource development, soil and groundwater contamination studies, and remediation services. Its geotechnical group provides services during project planning, design, value engineering, construction, and post-construction phases. Ninyo & Moore has been a frequent teaming partner of LSA's for many years and has worked on numerous projects throughout the state over the years.

Project Management

LSA's proposed Project Manager, Chris Jones, AICP, will maintain an effective working relationship with the City and oversee the technical performance of all team members. He will review the performance of all assigned personnel with the City's Project Manager on a regular basis. Mr. Jones will inform the City of all significant project information on a timely basis throughout the life of each assignment through frequent informal and formal reporting via email, phone, or virtual conversations.

LSA Team members' expertise covers a broad spectrum of environmental disciplines. Our combined expertise allows us to work closely with City staff, review projects comprehensively yet efficiently, and recommend solutions that meet the City's planning and environmental review objectives. Mr. Jones, as the overall Project Manager and primary point of contact, will manage the specific key personnel to complete each task order. He will also oversee quality assurance and ensure that LSA's Quality Control Plan is implemented on all aspects of this contract. LSA understands that the City seeks a consultant who can provide adequate staffing levels at all times in order to adhere to project schedules. LSA's depth of staffing



resources beyond this core project team will enable the firm to respond to any number of task orders that may be requested over the period of the contract.

In order to deliver the firm's Project Management services in the most efficient manner, the expectation from LSA would be that City staff would be responsive to any questions regarding assigned projects. This would help enable LSA to maintain project schedules and budgets and meet the City's expectations of the completed project.

Project Controls

Conducting all steps necessary for creation and approval of the required environmental review requires not only strict adherence to established timelines and schedules of the project, but also close management of costs associated with the project. To this end, LSA employs several management tools, including topic-specific budgeting tables, subconsultant progress updates, and regularly scheduled budget reporting and updates to the client to accurately track and monitor the overall budget through to project completion. Operating within the budget and schedule constraints of the project enables LSA to deliver the highest-quality product within the agreed-upon timeline and financial limits. LSA prepares budgets that are realistic for the scope of services to be performed and verifies that the amounts we bill are in line with our budget and work performed each month. We deal promptly with requests for out-of-scope work or work at a level not anticipated in our approved scope.

We are confident we will be able to negotiate specific tasks and provide them in a cost-effective method that will ensure overall cost control. In addition, because LSA uses highly trained project staff, the firm is often able to propose innovative and cost-effective approaches to project issues. While innovative in nature, LSA always ensures compliance with regulations and successful passage through applicable agency review, while saving money and completing projects more rapidly. We can provide numerous examples of jobs that were completed under budget with cost savings to the client involved.

- LSA conducts regular comparative analyses of our rates compared to those of other local firms to ensure cost-competitiveness.
- LSA optimizes efficiency by selecting specific staff for each task. For example, field surveys for sensitive species can be done by lower-level staff with oversight by more experienced staff. On the other hand, strategic planning, project management, and quality control should be conducted by higher-level staff who can efficiently provide the necessary level of expertise and service that is needed for a particular project.
- Budget status is routinely reviewed by the Principal in Charge, the Project Manager, and the Accounting Department. The Project Manager typically tracks budgets on a weekly or monthly basis depending on the level of expenditure.
- Budget status, along with project status, can be provided to the City with each monthly invoice.
- The Project Manager will communicate with the City if it becomes apparent that out-of-scope work and additional budget may be required. The Project Manager will always obtain prior authorization from the City before commencing any out-of-scope work.

Quality Control/Quality Assurance (QA/QC)

LSA maintains high quality throughout the life of each project, not merely at the end of the project. LSA's overall goal is to improve quality on each subsequent project. This requires implementation of strategies



to improve quality at the very beginning of each project and carrying those strategies throughout a project and beyond. LSA's Quality Control Plan and Procedures include these specific management tasks:

- Include Principal review of all work performed prior to submittal to the client. Principal review ensures that LSA's study methodology, analysis, and conclusions are sound and that quality standards are met.
- Ensure that applicable agency standards, policies, and procedures are understood and adhered to by all project team members.
- Ensure all documents are reviewed by LSA's Document Management department prior to external release. Document Management staff provide a third-party review consisting of conformity to client requirements, readability/clarity, and overall document presentation.
- Review project status with the client at regular project intervals to ensure implementation of the original scope of work and harmonious functioning of all team members. Identify any potential conflicts with schedule or budget due to potential changes in scope or client direction.
- Review performance with the client on a regular basis to make any adjustments required for successful project completion and to determine improvements for future projects.





G. Communication Plan

Our project managers and associates are trained to communicate via memorandum, email, videoconference, and phone, in ways that are clear, concise, and early enough so issues requiring higher-level input can be addressed before they become problems. We are also available to assist staff with the preparation of staff reports and presentations for public hearings and agendas and minutes for team meetings.

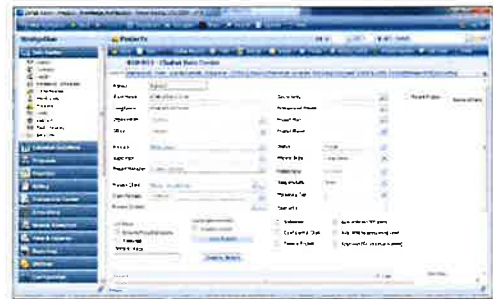
Online Tools and Technologies



Microsoft Teams and Zoom Platforms. LSA uses the Microsoft Teams and Zoom platforms to exchange information and for virtual collaboration. Our project managers and principals are well equipped with online technology and software to provide effective project management remotely as well as in person. LSA is also able to adapt to the online platforms preferred by the City. Using Microsoft Teams, LSA will be able to show presentations, demonstrate applications, and share anything on the computer screen with others through their computers.

GIS Integration. LSA has had great success in using GIS in a public forum to solicit comments and support. At public meetings, LSA GIS staff is able to facilitate one-on-one discussions with members of the community with the assistance of a custom web-based application. This provides a visual representation, when applicable, that provides the community with additional information to understand the City's objectives and goals.

Deltek VantagePoint Software. LSA has in-depth experience in conducting successful monthly project accountability over a long-term planning effort. LSA uses Deltek accounting software for both its project management and accounting functions. Deltek is a fully integrated project management and accounting software application developed for the architecture, planning, and engineering industry that is auditable and secure, and provides our project managers with real-time access to project data and the ability to track hours and costs according to client specifications. Invoices are prepared monthly and include a summary cover sheet and a detailed report with labor hours and costs by individual and direct expenses. The report is generated from weekly timesheets and bi-weekly or monthly expense reports entered into the Deltek system. Invoices can be prepared to client specifications but generally show the total budget, previously billed fees, current fees, and remaining budget amounts by phase of work.







H. Compensation/Payment Schedule

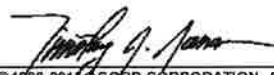
Per the requirements of Section V of the RFQ, LSA has provided our Cost Proposal in a separate sealed envelope to this submittal.





I. Certificate of Insurance

If requested by the City, LSA is prepared to provide the firm's Certificate of Insurance that indicates the firm meets the required insurance requirements set forth in the Sample Draft Professional Services Agreement included with this RFQ.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		9/30/2024		DATE (MM/DD/YYYY) 9/27/2023	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065				CONTACT NAME: _____ PHONE: _____ FAX: _____ (A/C No. Ext): _____ (A/C No.): _____ E-MAIL: _____ ADDRESS: _____			
INSURED LSA Associates, Inc. 1492742 3210 El Camino Real, Ste. 100 Irvine CA 92602				INSURERS AFFORDING COVERAGE INSURER A: American Zurich Insurance Company 40142 INSURER B: American Guarantee and Liab. Ins. Co. 26247 INSURER C: Tokio Marine Specialty Insurance Company 23850 INSURER D: _____ INSURER E: _____ INSURER F: _____			
COVERAGES LSAAS01 CERTIFICATE NUMBER: 17804285 REVISION NUMBER: XXXXXXXX							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Gen. Liab. Incl. GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☒ PER-ECT ☐ LOC ☐ OTHER	N	N	CPO 4289165 - 00	9/30/2023	9/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 VED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	CPO 4289165 - 00	9/30/2023	9/30/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp./Coll. Ded \$ 1,000
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 5665125 - 00	9/30/2023	9/30/2024	☒ PER STATUTE ☐ PER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Pollution & Professional Liab.	N	N	PPK2608629-000	9/30/2023	9/30/2024	\$3M each/\$4M agg. Retro date: 6/4/1976, \$50,000 ded.
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
CERTIFICATE HOLDER				CANCELLATION See Attachments			
17804285 Evidence of Coverage				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			
ACORD 25 (2016/03)				©1988-2016 ACORD CORPORATION. All rights reserved			
The ACORD name and logo are registered marks of ACORD							





J. Certification of Proposal

City of Laguna Hills
RFP FOR ON-CALL CEQA CONSULTING SERVICES

ATTACHMENT 3

CERTIFICATION OF PROPOSAL TO THE CITY OF LAGUNA HILLS

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP). By signing the Certification of Proposal (**Attachment 3**) and submitting a proposal to the City in response to this Request for Proposals, the Proposer hereby represents and certifies that:

- A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals ("Agreement") no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;
- B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;
- C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;
- D) Proposer does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition;
- E) By submitting the response to this request, Proposer agrees, if selected, to furnish services to the City in accordance with this RFP;
- F) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them;
- G) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City;



City of Laguna Hills
RFP FOR ON-CALL CEQA CONSULTING SERVICES

H) The proposal response includes all of the commentary, figures and data required by this Request for Proposal.

I) The proposal shall be valid for 180 days from May 30, 2024.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct.

Executed this 11th day of July, 2024, at Irvine, California.

Name of Proposer: LSA Associates, Inc.

By: Anthony L Petros
(Authorized Signature)

Type Name: Anthony Petros

Title: Chief Executive Officer

Date: July 11, 2024



City of Laguna Hills
RFP FOR ON-CALL CEQA CONSULTING SERVICES

ATTACHMENT 1

NON-COLLUSION AFFIDAVIT

The undersigned represents and certifies that:

1. This Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Laguna Hills or of anyone interested in the proposed contract.
5. Proposer affirms that all statements contained in the Proposal and related documents are true and correct.
6. Proposer has not directly or indirectly submitted the proposal 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 person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. Proposer has not entered into any arrangement or agreement with any City of Laguna Hills public officer in connection with this proposal.
8. Proposer understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct. Executed this 11th day of July, 2024, at Irvine, California.

Signature of Authorized Representative

Anthony Petros

Name of Authorized Representative

Chief Executive Officer

Title of Authorized Representative



City of Laguna Hills
RFP FOR ON-CALL CEQA CONSULTING SERVICES

ATTACHMENT 2

**CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE
WITH INSURANCE REQUIREMENTS FOR
AGREEMENT FOR PROFESSIONAL SERVICES**

Consultant agrees, acknowledges, understands and is fully aware of the insurance requirements as specified in **Section 5, Insurance Requirements** of the attached sample Agreement for Professional Services (Attachment 4) and hereby accepts all conditions and requirements as contained therein.

Consultant: LSA Associates, Inc.
Name (Please Print or Type)

By: Anthony L. Potos CEO
Consultant's Signature & Title

Date: July 11, 2024

This executed form must be submitted with proposal.

HOURLY BILLING RATES EFFECTIVE MAY 2024¹

Job Classification						Hourly Rate Range ²
Environmental Planning	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	\$190–\$400
Associate	Associate	Associate	Associate	Associate	Associate	\$150–\$250
Senior Planner	Senior Transportation Planner/Engineer	Senior Air Quality/ Noise Specialist/ Noise Engineer	Senior Archaeologist/ Architectural Historian/ Paleontologist	Senior Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/Arborist	Senior GIS Specialist	\$130–\$235
Planner	Transportation Planner/Engineer	Air Quality/ Noise Specialist/ Noise Engineer/ Climate Change Specialist	Archaeologist/ Architectural Historian/ Paleontologist	Biologist/Botanist/ Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/Arborist	GIS Specialist	\$100–\$165
Assistant Planner	Assistant Transportation Planner/Engineer	Air Quality/ Noise Analyst	Field Archaeologist/ Paleontologist	Assistant Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/Arborist	Assistant GIS Specialist	\$85–\$130
Office Services						
Marketing						\$110–\$185
Office Assistant						\$110–\$145
Project Accountant						\$110–\$135
Document Management/Technical Editing/Graphics						\$115–\$160

¹ Revised September 27, 2024² The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications.**LSA IN-HOUSE DIRECT COSTS EFFECTIVE MAY 2024^{1, 2}**

Description	Unit Cost	Description	Unit Cost
Reproduction (8.5 x 11) B/W	\$0.07 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction (8.5 x 11) Color	\$0.40 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction (11 x 17) B/W	\$0.10 per page	Laser Rangefinder	\$25.00 per day
Reproduction (11 x 17) Color	\$0.75 per page	Sound Meter	\$75.00 per day
CD Production	\$5.00 per CD	Sound Meter with Velocity Transducer	\$85.00 per day
USB Flash Drive	\$5.00 per drive	Aerial Photo	Cost
Plotting	\$3.75 per sq ft	GPS Unit	\$75.00 per day
Aerial Drone	\$200.00 per day	Water Quality Meter	\$25.00 per day
Mileage On-Road	Current federal rate	Night Vision Goggles	\$50.00 per unit per night
Mileage Off-Road	Current federal rate	Wildlife Camera	\$25.00 per day

¹ Revised September 27, 2024² Direct costs shall be reimbursed at cost plus 10 percent.



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 8, 2024
To: Mayor and Council Members
From: Joe Ames, Public Works Director/City Engineer
Issue: Approval of Parcel Map No. 2022-189 for Laguna Hills Plaza Shopping Center, 24791-24901 Alicia Parkway

Recommendation: That the City Council approve Final Parcel Map No. 2022-189, a portion of Vesting Tentative Parcel Map (VTTM) No. 2022-189, for the property located at 24794-24901 Alicia Parkway, subject to minor revisions as may be required by the City Engineer and City Attorney.

Background:

Site Development Permit (SDP)/Tentative Parcel Map (TPM)/Parking Use Permit (PUP) No. USE-0105-2022, approved by the City Council on January 24, 2023, requires the project applicant to record a Final Parcel Map within two (2) years of January 24, 2024 consistent with City requirements and the California Subdivision Map Act.

The project applicant has submitted a Final Parcel Map that satisfies the conditions of approval for the project, and is in conformance with Chapter 9-86 of the City's Development Code concerning applicable development standards including lot size, lot coverage, density, and setbacks, and the California Subdivision Map Act. The Final Parcel Map is also conformance with the Tentative Parcel Map.

The Final Parcel Map proposes to subdivide the 9.63-acre property into three parcels as follows:

- Parcel 1 (8.47 acres) encompasses Building A-1, Building A-2, Building B, all inline shops, and the parking field directly in front of and to the side of the buildings.

- Parcel 2 (0.45 acres) encompasses the Carl's Jr. building and abutting parking area.
- Parcel 3 (0.71 acres) encompasses the proposed pad building along Alicia Parkway and abutting parking area.

The proposed Final Parcel Map facilitates the separate and independent development, ownership, financing, and operation of the project. However, as conditioned, the Center will continue to operate as one site with coordinated traffic circulation, parking, and landscaping.

The Final Parcel Map also dedicates a 4-foot wide strip of land behind sidewalk to the City of Laguna Hills for public street and public utility purposes.

CEQA Findings:

On January 24, 2023, City Council found and determined that the proposed Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15301 and 15302 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities; Class 2, Replacement or Reconstruction).

Fiscal Impact:

None. All costs associated with map checking were reimbursed by the project applicant.

Attachments:

1. Final Parcel Map 2022-189

SHEET 1 OF 7
NUMBERED PARCELS: 3
ACREAGE (GROSS) = 9.649 AC
DATE OF SURVEY: JANUARY, 2024
ALL OF THE CITY OF LAGUNA HILLS
TENTATIVE PARCEL MAP NO. 2022-189

PARCEL MAP NO. 2022-189

IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCEL 1 OF LOT LINE ADJUSTMENT LL 79-13 RECORDED MAY
17, 1979 IN BOOK 13149 PAGE 1020 OF OFFICIAL RECORDS,
IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY.

J. MARTY SMITH, L.S. 8070 FUSCOE ENGINEERING, INC.
JANUARY 2024

ACCEPTED AND FILED AT THE
REQUEST OF
CHICAGO TITLE COMPANY
DATE
TIME FEE \$
INSTRUMENT #
BOOK PAGE
HUGH NGUYEN
COUNTY CLERK-RECORDER
BY
DEPUTY

OWNERSHIP CERTIFICATE:

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO THE PUBLIC, AS AN EASEMENT, FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES: ALICIA PARKWAY.

LAGUNA HILLS PLAZA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, FORMERLY KNOWN AND WHICH ACQUIRED TITLE AS SYLMAR APARTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: PRINT NAME: PRINT TITLE:
BY: PRINT NAME: PRINT TITLE:
BY: PRINT NAME: PRINT TITLE:

CITIBANK, N.A., A NATIONAL BANKING ASSOCIATION, BENEFICIARY UNDER A DEED OF TRUST, RECORDED JUNE 6, 2014 AS DOCUMENT NO. 2014-220722 OF OFFICIAL RECORDS.

BY: PRINT NAME: PRINT TITLE:
BY: PRINT NAME: PRINT TITLE:
BY: PRINT NAME: PRINT TITLE:

NOTARY 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)
COUNTY OF) SS
ON BEFORE ME,

NOTARY PUBLIC, PERSONALLY APPEARED
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:

NOTARY PUBLIC IN AND FOR SAID STATE MY PRINCIPAL PLACE OF BUSINESS IS
IN COUNTY
MY COMMISSION EXPIRES:
MY COMMISSION NO.:
(PRINT NAME)

NOTARY 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)
COUNTY OF) SS
ON BEFORE ME,

NOTARY PUBLIC, PERSONALLY APPEARED
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.

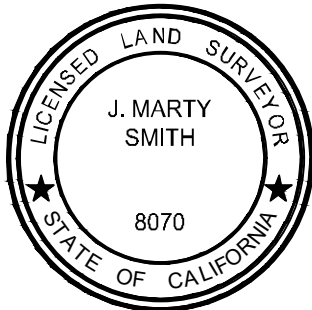
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

NOTARY PUBLIC IN AND FOR SAID STATE MY PRINCIPAL PLACE OF BUSINESS IS
IN COUNTY
MY COMMISSION EXPIRES:
MY COMMISSION NO.:
(PRINT NAME)

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MILAN CAPITAL MANAGEMENT, IN JANUARY, 2024. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 90 DAYS AFTER THE ACCEPTANCE OF THE IMPROVEMENTS, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

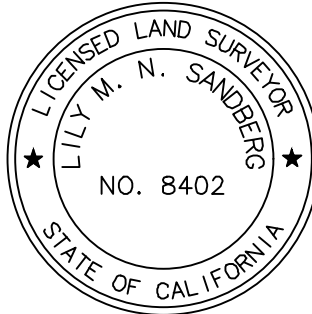


J. MARTY SMITH, L.S. 8070 DATE

COUNTY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATED THIS DAY OF , 2024



BY: LILY M. N. SANDBERG, CHIEF DEPUTY COUNTY SURVEYOR
P.L.S. 8402

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING AGENCY; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS DAY OF , 2024

JOSEPH JOHN AMES, R.C.E. 66999
REGISTRATION EXPIRES 09/30/2024
CITY ENGINEER
CITY OF LAGUNA HILLS

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT IT CONFORMS WITH MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT, AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT STATED TO BY THE COUNTY SURVEYOR.

DATED THIS DAY OF , 2024

DAVID O. KNELL, PLS 5301
ACTING CITY SURVEYOR
CITY OF LAGUNA HILLS



CITY CLERK'S CERTIFICATE:

STATE OF CALIFORNIA }
CITY OF LAGUNA HILLS } SS
COUNTY OF ORANGE }

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS AT A REGULAR MEETING THEREOF HELD ON THE OF , 2024 AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

AND DID ACCEPT ON BEHALF OF THE PUBLIC THE DEDICATION FOR ROAD PURPOSES: ALICIA PARKWAY

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED THIS DAY OF , 2024.

JENNIFER LEE
CITY CLERK
CITY OF LAGUNA HILLS

COUNTY TREASURER - TAX COLLECTOR'S CERTIFICATE:

STATE OF }
COUNTY OF } SS

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS DAY OF , 2024

SHARI L. FREIDENRICH
COUNTY TREASURER-TAX COLLECTOR

BY: TREASURER-TAX COLLECTOR

SHEET 2 OF 7
NUMBERED PARCELS: 3
ACREAGE (GROSS) = 9.649 AC
DATE OF SURVEY: JANUARY, 2024
ALL OF THE CITY OF LAGUNA HILLS
TENTATIVE PARCEL MAP NO. 2022-189

PARCEL MAP NO. 2022-189
IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA
J. MARTY SMITH, L.S. 8070 FUSCOE ENGINEERING, INC.
FEBRUARY 2024

SIGNATURE OMISSIONS, EASEMENT NOTES AND GPS CONTROL

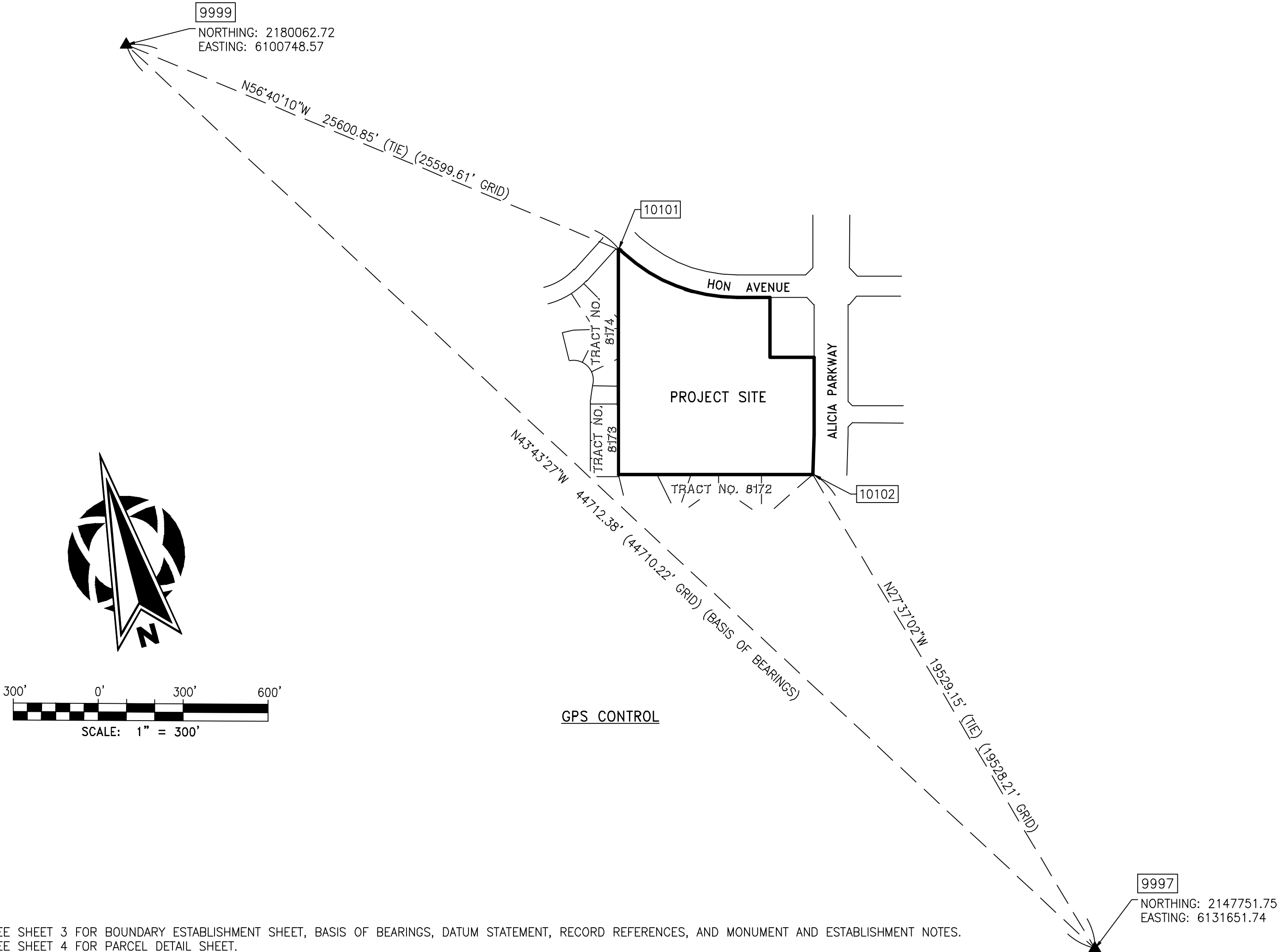
SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66436(g)(3)(A)&(C) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

1. MOULTON-NIGUEL WATER DISTRICT, HOLDER OF AN EASEMENT FOR SEWER LINES AND WATER TRANSMISSION PURPOSES, PER DOCUMENT RECORDED NOVEMBER 7, 1974 IN BOOK 11282, PAGE 1413, OF OFFICIAL RECORDS OF SAID COUNTY.
2. SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES PURPOSES, PER DOCUMENT RECORDED DECEMBER 3, 1974 IN BOOK 11298, PAGE 406, OF OFFICIAL RECORDS OF SAID COUNTY.
3. MOULTON-NIGUEL WATER DISTRICT, HOLDER OF AN EASEMENT FOR WATER AND/OR SEWER PIPE LINES PURPOSES, PER DOCUMENT RECORDED DECEMBER 17, 1974 IN BOOK 11306, PAGE 1029, OF OFFICIAL RECORDS OF SAID COUNTY.
4. COUNTY OF ORANGE, HOLDER OF AN EASEMENT FOR DRAINAGE PURPOSES, PER DOCUMENT RECORDED JANUARY 13, 1975 IN BOOK 11321, PAGE 1763, OF OFFICIAL RECORDS OF SAID COUNTY.
5. MOULTON-NIGUEL WATER DISTRICT, HOLDER OF AN EASEMENT FOR WATER AND/OR SEWER PIPE LINES PURPOSES, PER DOCUMENT RECORDED FEBRUARY 24, 1975 IN BOOK 11345, PAGE 490, OF OFFICIAL RECORDS OF SAID COUNTY.
6. MOULTON-NIGUEL WATER DISTRICT, HOLDER OF AN EASEMENT FOR WATER AND/OR SEWER PIPE LINES PURPOSES, PER DOCUMENT RECORDED JUNE 23, 1975 IN BOOK 11438, PAGE 317, OF OFFICIAL RECORDS OF SAID COUNTY.
7. UNION OIL COMPANY OF CALIFORNIA, HOLDER OF AN EASEMENT FOR A MUTUAL DRIVEWAY PURPOSES, PER DOCUMENT RECORDED SEPTEMBER 17, 1979 IN BOOK 13311, PAGE 1254, OF OFFICIAL RECORDS OF SAID COUNTY.
8. MOULTON-NIGUEL WATER DISTRICT, HOLDER OF AN EASEMENT FOR SEWER LINES AND WATER, INCLUDING RECLAIMED WATER AND TRANSMISSION PURPOSES, PER DOCUMENT RECORDED JULY 29, 1991 AS INSTRUMENT NO. 91-399579, OF OFFICIAL RECORDS OF SAID COUNTY.
9. AT&T SUCCESSOR IN INTEREST TO PACIFIC BELL TELEPHONE, HOLDER OF AN EASEMENT FOR UNDERGROUND COMMUNICATION FACILITIES PURPOSES, PER DOCUMENT RECORDED NOVEMBER 27, 2000 AS INSTRUMENT NO. 2000-641567, OF OFFICIAL RECORDS OF SAID COUNTY.
10. NORTHWEST DEALERCO HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY HOLDER OF AN EASEMENT FOR DRAINAGE PURPOSES, PER DOCUMENT RECORDED APRIL 3, 2013 AS INSTRUMENT NO. 2013-201724 OF OFFICIAL RECORDS.
11. SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, INGRESS AND EGRESS PURPOSES, PER DOCUMENT RECORDED JANUARY 03, 2024 AS INSTRUMENT NO. 202400001042, OF OFFICIAL RECORDS.
12. FIRST WESTERN BANK AND TRUST COMPANY, A CORPORATION, SUCCESSOR TO FIRST NATIONAL BANK IN SANTA ANA, HOLDER OF 50 PERCENT OF ALL RIGHTS TO OIL, GAS AND OTHER HYDROCARBONS AND MINERAL SUBSTANCES AS RESERVED IN A DOCUMENTS RECORDED JULY 18, 1967 IN BOOK 8314, PAGE 98, AND IN BOOK 8314, PAGE 104, BOTH OF OFFICIAL RECORDS.

EASEMENT NOTES:

1. AN EASEMENT GRANTED TO MOULTON-NIGUEL WATER DISTRICT FOR SEWER LINES AND WATER TRANSMISSION PURPOSES, RECORDED NOVEMBER 7, 1974, IN BOOK 11282, PAGE 1413, OF OFFICIAL RECORDS OF SAID COUNTY.
2. AN EASEMENT GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES PURPOSES, RECORDED DECEMBER 3, 1974, IN BOOK 11298, PAGE 406, OF OFFICIAL RECORDS OF SAID COUNTY.
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10. AN EASEMENT GRANTED TO NORTHWEST DEALERCO HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR DRAINAGE PURPOSES, PER DOCUMENT RECORDED APRIL 3, 2013 AS INSTRUMENT NO. 2013-201724 OF OFFICIAL RECORDS.
11. AN EASEMENT GRANTED TO THE SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, FOR PUBLIC UTILITIES, INGRESS AND EGRESS PURPOSES, PER DOCUMENT RECORDED JANUARY 03, 2024 AS INSTRUMENT NO. 202400001042, OF OFFICIAL RECORDS.



SEE SHEET 3 FOR BOUNDARY ESTABLISHMENT SHEET, BASIS OF BEARINGS, DATUM STATEMENT, RECORD REFERENCES, AND MONUMENT AND ESTABLISHMENT NOTES.
SEE SHEET 4 FOR PARCEL DETAIL SHEET.
SEE SHEETS 5 AND 6 FOR EASEMENT SHEETS.
SEE SHEET 7 FOR DETAIL SHEET.

SHEET 3 OF 7
NUMBERED PARCELS: 3
ACREAGE (GROSS) = 9.649 AC
DATE OF SURVEY: JANUARY, 2024
ALL OF THE CITY OF LAGUNA HILLS
TENTATIVE PARCEL MAP NO. 2022-189

PARCEL MAP NO. 2022-189

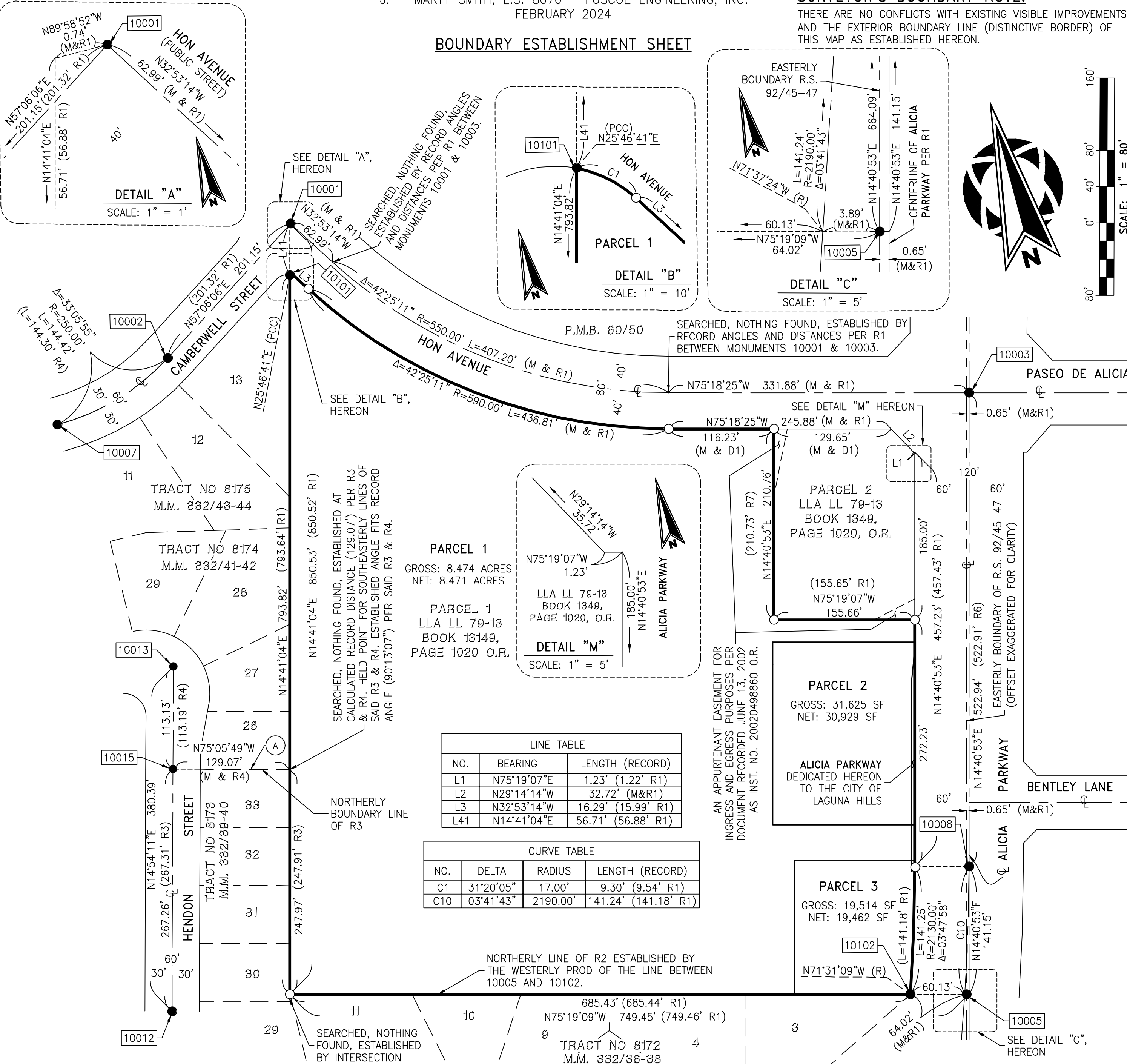
IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA

J. MARTY SMITH, L.S. 8070 FUSCOE ENGINEERING, INC.
FEBRUARY 2024

SURVEYOR'S BOUNDARY NOTE:

THERE ARE NO CONFLICTS WITH EXISTING VISIBLE IMPROVEMENTS
AND THE EXTERIOR BOUNDARY LINE (DISTINCTIVE BORDER) OF
THIS MAP AS ESTABLISHED HEREON.

BOUNDARY ESTABLISHMENT SHEET



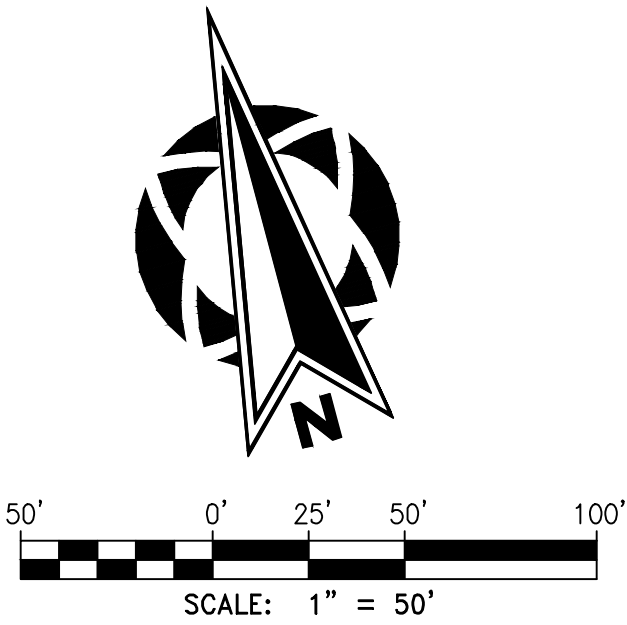
SHEET 4 OF 7
NUMBERED PARCELS: 3
ACREAGE (GROSS) = 9.649 AC
DATE OF SURVEY: JANUARY, 2024
ALL OF THE CITY OF LAGUNA HILLS
TENTATIVE PARCEL MAP NO. 2022-189

PARCEL MAP NO. 2022-189

IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA

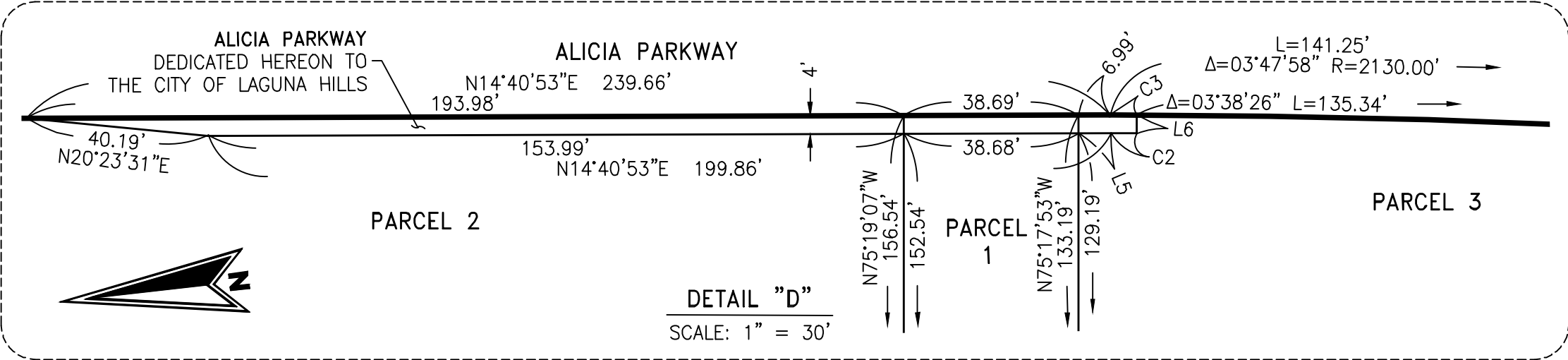
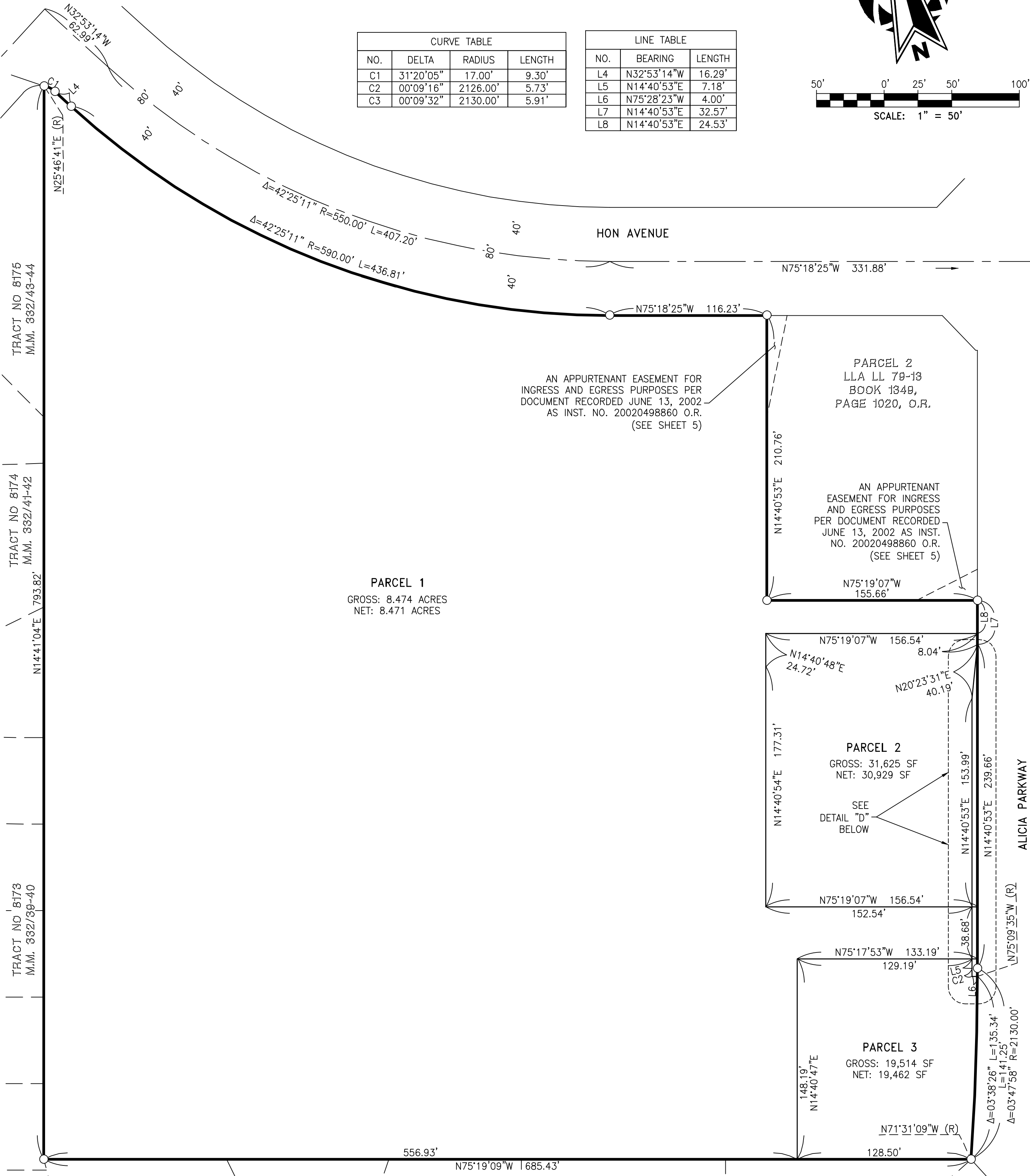
J. MARTY SMITH, L.S. 8070 FUSCOE ENGINEERING, INC.
JANUARY 2024

PARCEL DETAIL SHEET



CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	31°20'05"	17.00'	9.30'
C2	00°09'16"	2126.00'	5.73'
C3	00°09'32"	2130.00'	5.91'

LINE TABLE		
NO.	BEARING	LENGTH
L4	N32°53'14"W	16.29'
L5	N14°40'53"E	7.18'
L6	N75°28'23"W	4.00'
L7	N14°40'53"E	32.57'
L8	N14°40'53"E	24.53'



SEE SHEET 2 FOR SIGNATURE OMISSIONS, EASEMENT NOTES, AND GPS CONTROL.
SEE SHEET 3 FOR BOUNDARY ESTABLISHMENT SHEET, BASIS OF BEARINGS, DATUM STATEMENT, RECORD REFERENCES, AND MONUMENT AND ESTABLISHMENT NOTES.
SEE SHEETS 5 AND 6 FOR EASEMENT SHEETS.
SEE SHEET 7 FOR DETAIL SHEET.

SHEET 5 OF 7
NUMBERED PARCELS: 3
ACREAGE (GROSS) = 9.649 AC
DATE OF SURVEY: JANUARY, 2024
ALL OF THE CITY OF LAGUNA HILLS
TENTATIVE PARCEL MAP NO. 2022-189

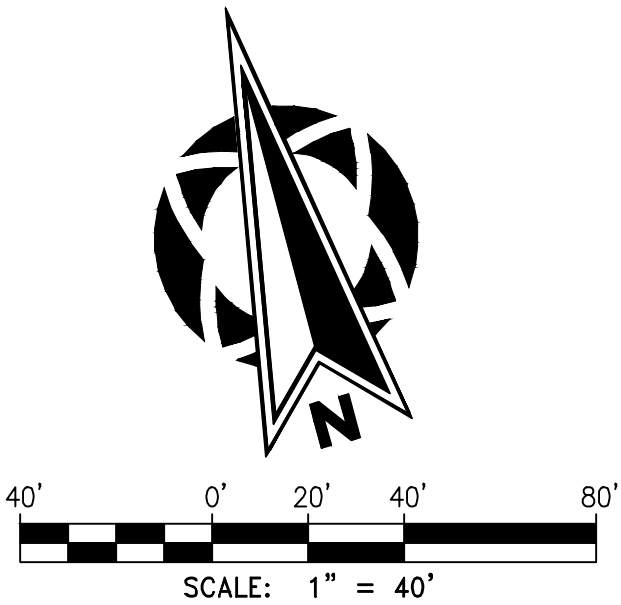
PARCEL MAP NO. 2022-189

IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA

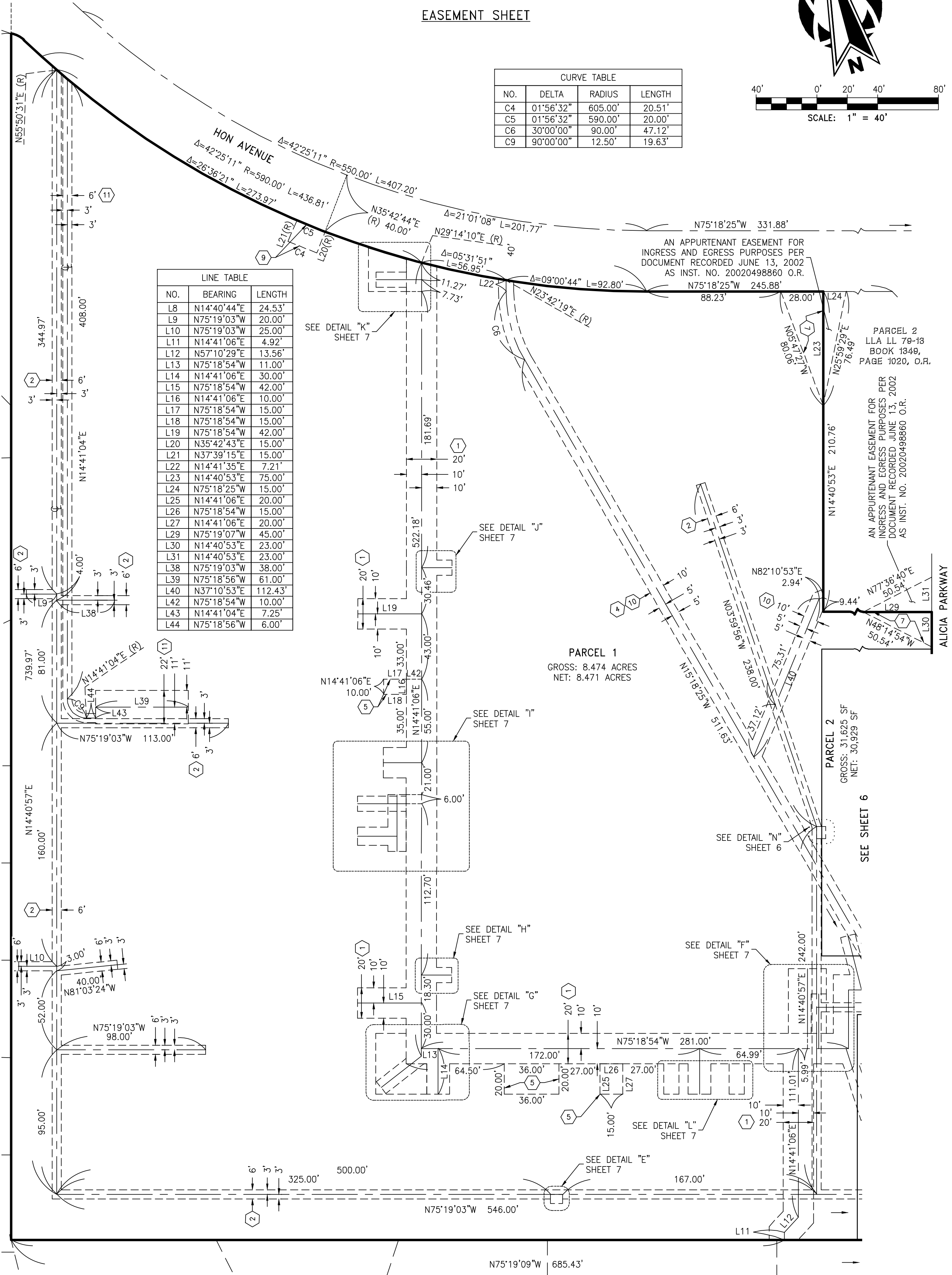
J. MARTY SMITH, L.S. 8070 FUSCOE ENGINEERING, INC.
JANUARY 2024

EASEMENT SHEET

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C4	01°56'32"	605.00'	20.51'
C5	01°56'32"	590.00'	20.00'
C6	30°00'00"	90.00'	47.12'
C9	90°00'00"	12.50'	19.63'



LINE TABLE		
NO.	BEARING	LENGTH
L8	N14°40'44"E	24.53'
L9	N75°19'03"W	20.00'
L10	N75°19'03"W	25.00'
L11	N14°41'06"E	4.92'
L12	N57°10'29"E	13.56'
L13	N75°18'54"W	11.00'
L14	N14°41'06"E	30.00'
L15	N75°18'54"W	42.00'
L16	N14°41'06"E	10.00'
L17	N75°18'54"W	15.00'
L18	N75°18'54"W	15.00'
L19	N75°18'54"W	42.00'
L20	N35°42'43"E	15.00'
L21	N37°39'15"E	15.00'
L22	N14°41'35"E	7.21'
L23	N14°40'53"E	75.00'
L24	N75°18'25"W	15.00'
L25	N14°41'06"E	20.00'
L26	N75°18'54"W	15.00'
L27	N14°41'06"E	20.00'
L29	N75°19'07"W	45.00'
L30	N14°40'53"E	23.00'
L31	N14°40'53"E	23.00'
L38	N75°19'03"W	38.00'
L39	N75°18'56"W	61.00'
L40	N37°10'53"E	112.43'
L42	N75°18'54"W	10.00'
L43	N14°41'04"E	7.25'
L44	N75°18'56"W	6.00'



SEE SHEET 2 FOR SIGNATURE OMISSIONS, EASEMENT NOTES, AND GPS CONTROL.
SEE SHEET 3 FOR BOUNDARY ESTABLISHMENT SHEET, BASIS OF BEARINGS, DATUM STATEMENT, RECORD REFERENCES, AND MONUMENT AND ESTABLISHMENT NOTES.
SEE SHEET 4 FOR PARCEL DETAIL SHEET.
SEE SHEET 6 FOR EASEMENT SHEET.
SEE SHEET 7 FOR DETAIL SHEET.



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 8, 2024
To: Mayor and Council Members
From: Jarad Hildenbrand, City Manager
Issue: Discussion on a Potential Change to the Start Times for Closed Session Meetings and the General Business Session of Regular Meetings for the City Council

Recommendation: That the City Council discuss and direct staff to draft an ordinance to implement a change to the start times for Closed Session meetings and the General Business Session of regular meetings for the City Council.

Background:

A majority of City Council Members have individually expressed a desire to change the start time for Closed Session meetings of the City Council and the start time for the General Business Session of regular meetings. This report is to allow a discussion of the Council Members and to provide direction to staff to implement a change to the meeting start times.

CEQA Findings:

CEQA Guidelines Section 15378 specifically excludes organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment.

Fiscal Impact:

Changing the meeting start times to be earlier than current start times could result in a minor reduction in the amount of comp time being paid to staff members to attend the meetings of the City Council outside City Hall operating hours.

Attachments:

1. Meeting Start Times for OC Cities

City	Regular Meeting Start Time	Closed Session Start Time
Laguna Hills	7:00 p.m.	6:00 p.m.
Laguna Niguel	7:00 p.m.	6:00 p.m.
Laguna Woods	2:00 p.m.	end of regular meeting
Aliso Viejo	7:00 p.m.	5:00 p.m.
Irvine	4:00 p.m.	start of regular meeting
Lake Forest	6:30 p.m.	5:30 p.m.
Mission Viejo	6:00 p.m.	5:00 p.m.
Rancho Santa Margarita	7:00 p.m.	6:00 p.m.
Dana Point	6:00 p.m.	5:00 p.m.
San Juan Capistrano	5:00 p.m.	3:30 p.m.
San Clemente	6:00 p.m.	5:00 p.m.
Laguna Beach	5:00 p.m.	4:00 p.m.
Newport Beach	4:00 p.m. – subject to change if study session or closed session is scheduled	4:00 p.m.
Costa Mesa	6:00 p.m.	4:00 p.m. or 5:00 p.m.
Tustin	7:00 p.m.	5:30 p.m.
Santa Ana	5:30 p.m.	4:30 p.m.
Huntington Beach	6:00 p.m.	4:30 p.m.
Fountain Valley	6:00 p.m.	4:30 p.m.
Orange	6:00 p.m.	5:00 p.m.
Villa Park	6:30 p.m.	6:00 p.m.
Garden Grove	6:30 p.m.	5:30 p.m.
Stanton	6:30 p.m.	6:00 p.m.
Westminster	6:00 p.m.	3:00 p.m. - 5:00 p.m.
Anaheim	5:00 p.m.	3:00 p.m.
Placentia	7:00 p.m.	5:00 p.m.
Yorba Linda	6:30 p.m.	5:30 p.m.
Fullerton	5:30 p.m.	4:00 p.m.
Brea	7:00 p.m.	5:45 p.m. - 6:15 p.m.
La Habra	6:30 p.m.	5:30 p.m.
Buena Park	5:00 p.m.	3:30p.m
La Palma	6:30 p.m.	5:30 p.m.
Cypress	6:00 p.m.	5:15 p.m.
Los Alamitos	6:00 p.m.	5:00 p.m.
Seal Beach	7:00 p.m.	5:30 p.m.



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 8, 2024
To: Mayor and Council Members
From: Jarad Hildenbrand, City Manager
Issue: Exploring the use of City-owned property at the Former Globe parcel (APN: 616-022-04) as a possible location for a Digital Freeway Billboard

Recommendation: That the City Council receive the presentation regarding digital freeway billboards and provide direction to staff.

Background:

In accordance with City Council Policy 120, Councilmembers Heft and Caskey added this item to the agenda for July 9, 2024. During that meeting, the City Council directed staff to conduct further research on the feasibility of a digital billboard at the former Globe Property, as well as to explore other potential locations. Staff have actively investigated alternative sites and engaged with industry professionals to learn more about digital billboards. City staff will present their findings through a PowerPoint presentation at the upcoming meeting.

Fiscal Impact:

There is no fiscal impact with this item.

Attachments:

None



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 8, 2024
To: Mayor and Council Members
From: Joe Ames, Public Works Director/City Engineer
Issue: Award of Public Works Construction Contract and Award of a Professional Services Agreement for the Arterial Pavement Rehabilitation Project – Paseo de Valencia & La Paz Road, CIP 104/109, and Curb Ramp Replacement Project – Alicia Parkway

Recommendation: That the City Council:

- 1) Award the Public Works Construction Contract for the Arterial Pavement Rehabilitation Project – Paseo de Valencia & La Paz Road, CIP 104/109, and Curb Ramp Replacement Project – Alicia Parkway, to the lowest responsive bidder, Hardy & Harper, Inc., in the amount of \$5,565,584.00;
- 2) Award a Professional Services Agreement to GMU Geotechnical, Inc. for pavement testing and observation services in the amount of \$90,000;
- 3) Find that the Project is Categorically Exempt from the California Environmental Quality Act (CEQA), Class 1 Existing Facilities, pursuant to CEQA Guidelines, Section 15301;
- 4) Reject all other construction bids;
- 5) Authorize the City Manager to sign the Public Works Construction Contract with Hardy & Harper, Inc. and the Professional Services Agreement with GMU Geotechnical, Inc.;
- 6) Authorize the Finance Director to amend the budget to recognize revenue and expense in the amount of \$200,000 from the Coronavirus Response and Relief Supplemental Appropriations Act of 2021;

- 7) Authorize the Finance Director to transfer \$336,350 from CIP 101 into CIP 104; and
 - 8) Authorize the Finance Director to amend the budget by allocating \$3,000,000 from the General Fund Reserves into CIP No. 104.
-

Background:

On August 27, 2024, City Council approved the plans and specifications of the subject project. On September 30, 2024, bids for the project were opened with the following “base bid” results:

<u>Bidder</u>	<u>Base Bid Amount</u>
Hardy & Harper**	\$5,565,584.00
All American Asphalt	\$5,947,577.50
R.J. Noble Company	\$6,492,850.50
Onyx Paving Company	\$6,606,000.00
Palp, Inc. DBA Excel Paving Company	\$6,774,872.60

**Based on unit prices, this was the total base bid amount.

Formal bidding procedures were followed, including advertisement of the project in all trade journals, in conformance with the State of California Public Contract Code and the City of Laguna Hills Municipal Code.

Hardy & Harper, Inc., which is the lowest responsive bidder, submitted a bid in the amount of \$5,565,584.00 for the base bid. Hardy & Harper, Inc., Inc. provided satisfactory references and City staff verified the contractor is licensed for the contemplated work and is registered with the State Department of Industrial Relations. Therefore, City staff recommends award of the contract to Hardy & Harper, Inc. in the base bid amount of \$5,565,584.00.

This project includes the following scope of work in the base bid amount:

- The pavement rehabilitation of Paseo de Valencia between Alicia Parkway and El Toro Road, CIP 104, using fiber-reinforced asphalt rubber hot mix pavement;
- The pavement rehabilitation of La Paz Road between Alameda Avenue and State Route 73/West City limits, CIP No. 109, using fiber-reinforced asphalt rubber hot mix pavement;

- The replacement of entire (or portions of) curb ramps on Paseo de Valencia between Alicia Parkway and Avenida de la Carlota, and on Alicia Parkway between Moulton Parkway and Paseo de Valencia to meet Americans with Disabilities Act requirements;
- Addressing deficient median curb heights on portions of Paseo de Valencia from Laguna Hills Drive to El Toro Road by replacing median curb to full 6-inch finished height curb; and
- Eliminating the sag vertical curve on La Paz Road between Alameda Avenue and Moulton Parkway near the trail undercrossing by using a polymer injection technique to raise and stabilize the roadway. (This sag vertical curve has been described in past Council meetings as the “whoop-dee-do.”)

The bid documents also requested additive bids for the rehabilitation of Paseo de Valencia between El Toro Road and Avenida de la Carlota. Based on the additive bid amount of \$434,916.00 from Hardy & Harper, Inc., City staff does not recommend awarding the additive bid.

The bid documents also requested alternative bids for using asphalt rubber hot mix pavement (not fiber-reinforced), which would add \$115,500 in estimated construction costs. Therefore, City staff recommends not awarding the alternative bid.

As part of all pavement rehabilitation projects, pavement testing and observation services is recommended to ensure that pavement and concrete placed meets project specifications. Therefore, City staff also recommends award of a Professional Services Agreement to GMU Geotechnical, Inc. in the amount of \$90,000.00.

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).

Fiscal Impact:

Estimated Project Expenses:

Construction:	\$5,565,584.00
Pavement Testing & Inspection:	\$90,000.00
Total Estimated Project Expenses:	\$5,655,584.00

Budget Available:

CIP 104, Paseo de Valencia:	\$1,773,969.42
CIP 109, La Paz Road:	\$503,062.75
Community Development Block Grant:	\$275,000.00
CRRSAA:	\$200,000.00
Total Budget Available:	\$2,752,032.17

Budget Shortfall: \$2,903,551.83

CIP 101 had a remaining budgetary balance of \$336,350 from FY2023-2024, which will be rolled forward into FY2024-2025. This portion is from Gas Tax funding. This funding can be used to help offset the budget shortfall.

The General Fund unassigned fund balance has ample resources to afford the proposed \$3,000,000 allocation from reserves. If approved, the projected fund balance of the General Fund would still be over \$19 million at the end of the current fiscal year. City staff proposes to use these reserves to also help offset the budget shortfall.

Therefore, City staff recommends that City Council authorize the transfer of \$336,350 from CIP 101 into CIP 104, and recommends that City Council authorize the transfer of \$3,000,000 in General Fund Reserves into CIP 104 to help offset the budget shortfall. The request for \$3,000,000 from General Fund Reserves is being made to account for any unforeseen work on the project.

Attachments:

1. Proposed Public Works Construction Contract with Hardy & Harper, Inc.
2. Proposed Professional Services Agreement with GMU Geotechnical, Inc.

CITY OF LAGUNA HILLS

**CONTRACT AGREEMENT
FOR**

**ARTERIAL PAVEMENT REHABILITATION PROJECT –
PASEO DE VALENCIA & LA PAZ ROAD, CIP 104 & 109
AND
CURB RAMP REPLACEMENT PROJECT - ALICIA PARKWAY**

THIS CONTRACT AGREEMENT (hereinafter "Agreement" or "Contract" or "Contract Agreement") is made and entered into for the above stated Project this 8th day of October, 2024, BY AND BETWEEN THE **CITY OF LAGUNA HILLS**, as CITY, and Hardy & Harper, Inc., 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. Notwithstanding any provisions of this Agreement to the contrary, CITY and CONTRACTOR mutually agree that CITY's maximum cumulative payment obligation hereunder (including CONTRACTOR's profit) shall be Five Million Five Hundred Sixty Five Thousand Five Hundred Eighty Four Dollars and No Cents (\$5,565,584.00), which shall include all amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

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:

JARAD HILDENBRAND, CITY MANAGER
CITY OF LAGUNA HILLS

ATTEST:

JENNIFER LEE, CMC, CITY CLERK
CITY OF LAGUNA HILLS

GREGORY E. SIMONIAN, CITY ATTORNEY
CITY OF LAGUNA HILLS

CONTRACTOR:

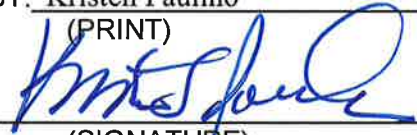
Hardy & Harper, Inc.
(CORPORATION (NAME - TYPE))

BY: Michael Amundson
(PRINT)


(SIGNATURE)

Vice President
(TITLE)

BY: Kristen Paulino
(PRINT)


(SIGNATURE)

Corporate Secretary
(TITLE)

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

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

x _____
x _____
x _____
x _____
x _____
x _____
x _____

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

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

Subscribed and sworn to (or affirmed) before me
on this 2 day of October, 2024,
by Date Month Year

(1) Michael Amundson

(and (2) Kristen Paulino),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.



Signature Morgan E. Churnock
Signature of Notary Public

Seal
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: _____

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."

Hardy & Harper, Inc.

Contractor

By: Michael Amundson

(PRINT)



(SIGNATURE)

Vice President

Title

October 1, 2024

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

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT AMOUNT

This bond was issued in two (2)
original counterparts

(Page 1 of 2)

Bond Amount \$5,565,584.00

Bond Number 7672962

Premium: \$22,920.00

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on October 8, 2024, the City of Laguna Hills, California
(DATE OF AWARD)
("City") awarded a public works contract (the "Contract"), delineated as Contract No. CIP No.
104 & 109, for the ARTERIAL PAVEMENT REHABILITATION PROJECT – PASEO DE
VALENCIA & LA PAZ ROAD, AND CURB RAMP REPLACEMENT PROJECT - ALICIA
PARKWAY, as specified in the Contract, to Hardy & Harper, Inc., a California Corporation,
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
(NAME OF CONTRACTOR) (CONTRACTOR ENTITY TYPE i.e., INC, LLC, ETC)
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 Fidelity and Deposit Company of Maryland (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 Five Million Five Hundred Sixty-Five Thousand Five Hundred Eighty-Four and 00 /100
DOLLARS (\$5,565,584.00), 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.
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

FAITHFUL PERFORMANCE BOND
(PAGE 2 OF 2)

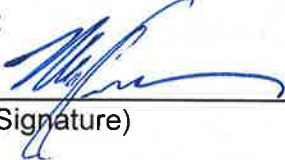
Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

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 1st day of October, 2024.

PRINCIPAL:

Hardy & Harper, Inc.
(Principal Name) (Seal)

By: 
(Signature)

Michael Amundson, Vice President
(Print Name and Title)

By: 
(Signature)

Kristen Paulino, Corporate Secretary
(Print Name and Title)

Principal Address and Telephone:

32 Rancho Circle
Lake Forest, CA 92630
(714) 444-1851

SURETY:

Fidelity and Deposit Company of Maryland
(Surety Name) (Seal)

By: 
(Signature)

Dwight Reilly, Attorney-in-Fact
(Print Name and Title)

By: _____
(Signature)

(Print Name and Title)

Surety Address and Telephone:

777 South Figueroa Street, Suite 3900
Los Angeles, CA 90017
(213) 270-0600

Affix Corporate Seals

Attach Notary Acknowledgments for All Signatures

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

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 Orange)

On October 2, 2024 before me, Morgan E. Churnock, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael Amundson and Kristen Paulino
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

Morgan E. Churnock
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: Michael Amundson

☒ Corporate Officer — Title(s): Vice President

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Hardy & Harper, Inc.

Signer's Name: Kristen Paulino

☒ Corporate Officer — Title(s): Corporate Secretary

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Hardy & Harper, Inc.

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 10/01/2024 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly,
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 Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel HUCKABAY, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea LIBERATORE, Ben STONG, Michael D. STONG, R. NAPPI, Adrian LANGRELL of Orange, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

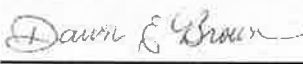
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of September, A.D. 2023.



ATTEST:
 ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND


 By: Robert D. Murray
 Vice President

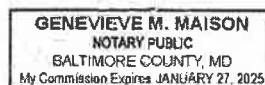

 By: Dawn E. Brown
 Secretary

**State of Maryland
 County of Baltimore**

On this 7th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of October, 2024.



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclains@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

(PAGE 1 OF 2)

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on October 8, 2024, the City of Laguna Hills, California
(DATE OF AWARD)
("City") awarded a public works contract (the "Contract"), delineated as Contract No. CIP No.
104 & 109, for the ARTERIAL PAVEMENT REHABILITATION PROJECT – PASEO DE
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
VALENCIA & LA PAZ ROAD, AND CURB RAMP REPLACEMENT PROJECT - ALICIA
PARKWAY, as specified in the Contract, to Hardy & Harper, Inc., a California Corporation,
(NAME OF CONTRACTOR) (CONTRACTOR ENTITY TYPE i.e., INC, LLC, ETC)
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 Fidelity and Deposit Company of Maryland (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 Five Million Five Hundred Sixty-Five Thousand Five Hundred Eighty-Four and 00 /100
DOLLARS (\$5,565,584.00), 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.
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.

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

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.

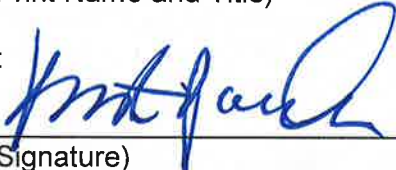
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the 1st day of October, 2024.

PRINCIPAL:

Hardy & Harper, Inc.
(Principal Name) (Seal)

By: 
(Signature)

Michael Amundson, Vice President
(Print Name and Title)

By: 
(Signature)

Kristen Paulino, Corporate Secretary
(Print Name and Title)

Principal Address and Telephone:
32 Rancho Circle
Lake Forest, CA 92630
(714) 444-1851

SURETY:

Fidelity and Deposit Company of Maryland
(Surety Name) (Seal)

By: 
(Signature)

Dwight Reilly, Attorney-in-Fact
(Print Name and Title)

By: _____
(Signature)

(Print Name and Title)

Surety Address and Telephone:
777 South Figueroa Street, Suite 3900
Los Angeles, CA 90017
(213) 270-0600

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

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 Orange)On October 2, 2024 before me, Morgan E. Churnock, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Michael Amundson and Kristen Paulino
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 Morgan E. Churnock
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: Michael Amundson☒ Corporate Officer — Title(s): Vice President☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Hardy & Harper, Inc.Signer's Name: Kristen Paulino☒ Corporate Officer — Title(s): Corporate Secretary☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Hardy & Harper, Inc.

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 10/01/2024 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly,
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 Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel HUCKABAY, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea LIBERATORE, Ben STONG, Michael D. STONG, R. NAPPI, Adrian LANGRELL of Orange, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of September, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

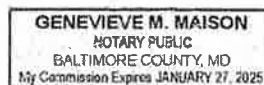
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 7th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of October, 2024.



A handwritten signature in cursive script, reading "Thomas O. McClellan".

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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
NOTICE INVITING BIDS FOR CONSTRUCTION OF**

**ARTERIAL PAVEMENT REHABILITATION PROJECT - PASEO DE VALENCIA & LA PAZ
ROAD, CIP 104 & 109
AND
CURB RAMP REPLACEMENT PROJECT - ALICIA PARKWAY**

NOTICE IS HEREBY GIVEN that sealed bids for the **ARTERIAL PAVEMENT REHABILITATION PROJECT - PASEO DE VALENCIA & LA PAZ ROAD, CIP 104 & 109, AND CURB RAMP REPLACEMENT PROJECT - ALICIA PARKWAY** ("Project") in the City of Laguna Hills will be received at the Office of the City Engineer of the 24035 El Toro Road, Laguna Hills, until **2:00 p.m. on Monday, September 30, 2024**, at which time they will be publicly opened and read aloud.

DESCRIPTION OF THE WORK: In general, the work is comprised of public works construction including unclassified excavation, asphalt grinding, asphalt concrete pavement repairs, cold planing, crack sealing, asphalt concrete overlay, removal and replacement of concrete sidewalk, curb ramps, and curb and gutter, adjusting or raising manholes and water valves to grade, striping, and other miscellaneous improvements as shown on the plans and as required to complete the work.

Most curb ramp improvements on this Project will be paid using Community Development Block Grant funding. Therefore, the City of Laguna Hills is requesting bids from qualified bidders – including Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veterans Business Enterprise (DVBE), Small Business Enterprise (SBE) and Section 3 license contractors and suppliers.

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, and reject all other bids, as it may best serve the interest of the City. Within three (3) business 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 five (5) working days after the date of the Notice of Apparent Low Bidder, the successful bidder will be required to submit required Contract Agreement and Insurance. Within ten (10) working days after the date of the Notice of Award, the successful bidder will be required to submit Bonds (Faithful Performance and Material and Labor), Construction Schedule, Traffic Control Plan, and Water Pollution Control Plan.

CONTRACTOR'S LICENSE CLASSIFICATION: The Contractor shall possess a valid **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 and the U.S. Davis-Bacon Wage Rates for Federally-Funded Projects. Not less than higher of the State or Federal prevailing wage rates shall be paid for work on this Project.***

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 the contract. 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.

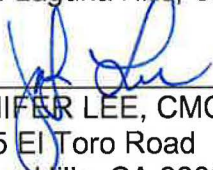
Due to Community Development Block Grant funding, this is a Federally-assisted construction contract. Prevailing wage requirements of the Davis-Bacon Act and related requirements, will be enforced. The Federal wage rates are attached as Appendix F and can be found at the Department of Labor's website: <https://www.wdol.gov>. The final contract package signed by the City and the Contractor will contain the most updated the federal wage rates.

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 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 <https://lagunahillsca.gov/bids.aspx>. 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@lagunahillsca.gov.

Dated this 28th day of August 2024.

City of Laguna Hills, California

BY 
JENNIFER LEE, CMC, CITY CLERK
24035 El Toro Road
Laguna Hills, CA 92653

Published: Saddleback Valley News

CITY OF LAGUNA HILLS
INSTRUCTIONS TO BIDDERS
FOR
ARTERIAL PAVEMENT REHABILITATION PROJECT –
PASEO DE VALENCIA & LA PAZ ROAD, CIP 104 & 109
AND
CURB RAMP REPLACEMENT PROJECT - ALICIA PARKWAY

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, "ARTERIAL PAVEMENT REHABILITATION PROJECT - PASEO DE VALENCIA & LA PAZ ROAD, CIP 104 & 109, AND CURB RAMP REPLACEMENT PROJECT - ALICIA PARKWAY" PROJECT- 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, except as authorized by state law

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 five (5) working days after the date of the Notice of Apparent Low Bidder, the successful bidder will be required to submit required Contract Agreement and Insurance. Within ten (10) working days after the date of the Notice of Award, the successful bidder will be required to submit Bonds (Faithful Performance and Material and Labor). 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 and the U.S. Davis-Bacon Wage Rates for Federally-Funded Projects. Not less than higher of the State or Federal prevailing wage rates shall be paid for work on this Project.

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.

The Federal Wage Rates are also available at City Hall or on the Internet (<https://ppmoe.dot.ca.gov/des/oe/federal-wages/ca35.pdf>) and are hereby physically attached, in conformance with the Federal 10-day rule, as a part of the Contract Documents (Appendix F). The Federal wage rate determination applies to Federal-aid contracts and all work performed exceeding \$2,000 by subcontracts and subsequent lower-tier subcontracts and are required be physically included in each executed contract. The City's decision to award a contract is conditioned upon the Bidder's acceptance of the Federal wage rate determination.

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.

19. BID DOCUMENT/PROPOSAL EDITS

No Proposer shall modify, edit, interlineate or change any portion of the Bid Proposal pages without the Agency's written issuance of a formal Addenda. Any Proposer that modifies, edits, interlineates or changes the Bid Proposal sheets with unauthorized changes shall be deemed to be a non-responsive Bidder.

20. BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions allowed herein.

The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the City with acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

BIDDER'S NAME: Hardy & Harper, Inc.

CITY OF LAGUNA HILLS

**PROPOSAL
FOR**

**ARTERIAL PAVEMENT REHABILITATION PROJECT –
PASEO DE VALENCIA & LA PAZ ROAD, CIP 104 & 109
AND
CURB RAMP REPLACEMENT PROJECT - ALICIA PARKWAY**

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.

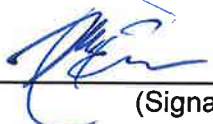
BIDDER'S NAME: Hardy & Harper, Inc.

DATE: September 24, 2024

BIDDER'S ADDRESS: 32 Rancho Circle

BY: Michael Amundson
(Print Name)

Lake Forest, CA 92630


(Signature)

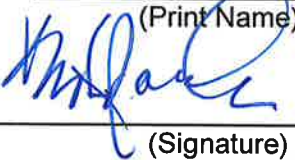
PHONE: (714) 444-1851

TITLE: Vice President

Subscribed and sworn to before me
this ____ day of _____, 20__

BY: Kristen Paulino
(Print Name)

See Attached
(Signature of Notary Public)


(Signature)

(Attach Jurat)

TITLE: Corporate Secretary

(SEAL)

CALIFORNIA JURAT WITH AFFIANT STATEMENT**GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

x
x
x
x
x
x
x

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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

Subscribed and sworn to (or affirmed) before me

on this 25 day of September, 20 24,
by *Date* *Month* *Year*(1) Michael Amundson(and (2) Kristen Paulino),
*Name(s) of Signer(s)*proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.Signature *Morgan E. Churnock*
Signature of Notary Public

Seal
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: _____

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name: Hardy & Harper, Inc.

Business Address: 32 Rancho Circle, Lake Forest, CA 92630

Email: mchurnock@hardyandharper.com Telephone: (714) 444-1851

State Contractor's License No. and Class: 215952 A, C-8 & C12

Original Date Issued: 3/13/1963 Expiration Date: 12/31/2025

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:

Dan T. Maas - President - 32 Rancho Circle, Lake Forest, CA 92630 - (714) 444-1851
Michael Amundson - Vice President - 32 Rancho Circle, Lake Forest, CA 92630 - (714) 444-1851
Tanner Hambright - Vice President - 32 Rancho Circle, Lake Forest, CA 92630 - (714) 444-1851
Kristen Paulino - Corporate Secretary - 32 Rancho Circle, Lake Forest, CA 92630 - (714) 444-1851

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

N/A

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

N/A

Subscribed and sworn to before me
 this ____ day of _____, 20____

See Attached
 (Signature of Notary Public)

BY: Michael Amundson
 (Print Name)


 (Signature)

TITLE: Vice President

(SEAL)

GOVERNMENT CODE § 8202

The graph shows a linear relationship between hours worked and amount earned. The x-axis represents 'Hours' from 0 to 10, and the y-axis represents 'Amount' from 0 to 100. A straight line starts at the origin (0,0) and passes through points such as (2,20), (4,40), (6,60), (8,80), and ends at (10,100).

Signature of Document Signer No. 2 (if any)

BIDDER'S NAME: Hardy & Harper, Inc.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: CASE Land survey
 Address: 614 N. Eckhoff St. Orange, CA 92868
 License No. and Class: L5411
 DIR Registration No.: 1000001533
 Phone No.: 714 628 8948 Email: CLS1@caseandsurveying.com
 Percent of Total Contract: 1%
 Specific Scope of Work: survey

Subcontractor Name: Smithson electric
 Address: 1938 E. Kettle Ave. Orange, CA 92867
 License No. and Class: 614518
 DIR Registration No.: 1000001610
 Phone No.: 714 997 9556 Email: estimating@smithsonelectric.com
 Percent of Total Contract: 2%
 Specific Scope of Work: Electrical

Subcontractor Name: MD Rubberized crackfill
 Address: 32 Rancho Cir. Lake Forest, CA 92630
 License No. and Class: 986686
 DIR Registration No.: 1000006438
 Phone No.: 949 275 6130 Email: MDcrackfill@gmail.com
 Percent of Total Contract: 1.5%
 Specific Scope of Work: crackfill

Subcontractor Name: superior pavement markings
 Address: 5312 cypress st. cypress, CA 90630
 License No. and Class: 776306
 DIR Registration No.: 1000001476
 Phone No.: 714 995 9100 Email: Rebecca@superiorpavementmarkings.com
 Percent of Total Contract: 2%
 Specific Scope of Work: striping

BIDDER'S NAME: Hardy & Harper, Inc.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: Pavement Recycling Systems
 Address: 10240 99a Scenic Wy. Jurupa Valley, CA 91752
 License No. and Class: 569392
 DIR Registration No.: 1060003363
 Phone No.: 951 682 1091 Email: TTKing@pavementrecycling.com
 Percent of Total Contract: 4%
 Specific Scope of Work: cold mill

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: Hardy & Harper, Inc.REFERENCES

The BIDDER shall provide the names, addresses, phone numbers, and e-mail addresses of three (3) references for which BIDDER has performed similar work within the past three years, with at least two (2) references being public agencies. Failure of the BIDDER to list the required references in the bid proposal, or the subsequent inability of the CITY to verify any provided references, shall result in the BIDDER being deemed non-responsive.

Agency Name: City of OntarioAddress: 303 East B Street, Ontario, CA 91764Phone No.: 909-395-2103Contact: Yessenia LopezDescription of Work: 2024 Spring Pavement Rehabilitation ProjectAgency Name: City of Manhattan BeachAddress: 14000 Highland Avenue, Manhattan Beach, CA 90266Phone No.: 310-802-5353Contact: Gilbert RamosDescription of Work: Cycle 2 Street Resurfacing ProjectAgency Name: City of AnaheimAddress: 200 S. Anaheim Blvd, Anaheim, CA 92805Phone No.: 714-765-6893Contact: Lorenzo ReaDescription of Work: Residential Street Improvement Project, Lotus & Torry - Group 13DESIGNATION 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: Fidelity and Deposit Company of MarylandAddress: 777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017Phone No.: (213)270-0600Contact: David WeiName: Commercial Surety Bond AgencyAddress: 1411 N. Batavia St. #201, Orange, CA 92867Phone No.: (714) 516-1232Contact: Dwight ReillyName: Burnham WGB Insurance SolutionsAddress: 15901 Red Hill Avenue, Tustin, CA 92780Phone No.: (714) 505-7000Contact: Darby Dempsey

Name: _____

Address: _____

Phone No.: _____

Contact: _____

Hardy & Harper, Inc. Past Project References

OWNER/AGENCY	CONTACT	PROJECT NAME, AMOUNT, & COMPLETION DATE
City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234	Armando Baldizzone (760) 770-0340 abaldizzone@cathedralcity.gov	Panorama Neighborhood Pavement Reconstruction Contract Amount: \$636,000.00 Completion Date: July 2024
City of Ontario 303 East "B" Street Ontario, CA 91764	Yesenia Lopez (909) 395-2103 ylopez@ontarioca.gov	2024 Spring Pavement Rehabilitation Project Contract Amount: \$2,041,000.00 Completion Date: June 2024
City of Los Alamitos 3191 Katella Avenue Los Alamitos, CA 90720	Chris Kelley (562) 431-3538 ckelley@cityoflosalamitos.org	Bloomfield Street Improvement Project Contract Amount: \$207,000.00 Completion Date: April 2024
City of Rancho Santa Margarita 22112 El Paseo Rancho Santa Margarita, CA 92688	Tri Nguyen (949) 635-1813 tnguyen@cityofrsm.org	Fy 23-24 Annual Residential Overlay Contract Amount: \$829,425.00 Completion Date: March 2024
City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058	Lissette Melendez (323) 583-8811 lmelendez@cityofvernon.org	Gifford Ave, 48th, 49th & 50th Street Improvements Contract Amount: \$792,000.00 Completion Date: March 2024
City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755	Davina Buenavista (310) 766-6985 dbuenavista@koacorp.com	Palm Drive Pavement Rehabilitation Project Contract Amount: \$774,000.00 Completion Date: October 2023
City of Manhattan Beach 14000 Highland Avenue Manhattan Beach, CA 90266	Gilbert Ramos (310) 802-5353 gramos@manhattanbeach.gov	Cycle 2 Street Resurfacing Project Contract Amount: \$3,110,000.00 Completion Date: September 2023
San Bernardino County 825 East 3rd Street San Bernardino, CA 92415	Larry White (909) 663-7599 lwhite@dpw.sbcounty.gov	Rain Shadow Road and Other Roads Contract Amount: \$830,000.00 Completion Date: September 2023
City of El Segundo 350 Main Street El Segundo, CA 90245	Floriza Rivera (310) 524-2361 frivera@elsegundo.org	FY 23/24 Pavement Rehabilitation Project Contract Amount: \$1,635,000.00 Completion Date: July 2023
City of La Cañada Flintridge 1 Civic Center Drive La Cañada Flintridge, CA 91011	Nasser Shoushtarian (818) 790-8882 nshoushtarian@lcf.ca.gov	2023 Citywide Street Resurfacing Program Contract Amount: \$1,060,000.00 Completion Date: June 2023
City of Palos Verdes Estates 340 Palos Verdes Drive West Palos Verdes Estates, CA 90274	Monica Pango (951) 475-3625 mpango@hrgreen.com	FY 21-22 Street Improvements Contract Amount: \$1,138,000.00 Completion Date: May 2023
City of Norwalk 12700 Norwalk Blvd Norwalk, CA 90650	Delfino Consunji (714) 686-8911 dconsunji@oe-eng.com	Local Streets Rehabilitation CDBG FY 22-23 Contract Amount: \$956,000.00 Completion Date: April 2023
City of San Gabriel 425 S. Mission Drive San Gabriel, CA 91776	Alam Mai (626) 308-2825 amai@sgch.org	CDBG Street Improvements Project FY 22/23 Contract Amount: \$490,000.00 Completion Date: March 2023
City of Fullerton 303 West Commonwealth Avenue Fullerton, CA 92832	Rafael Chavez (714) 932-7506 rafael.chavez@cityoffullerton.com	Residential Street Rehabilitation Contract Amount: \$1,204,780.00 Completion Date: February 2023
City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552	Quang Nguyen (951) 413-3159 quangn@moval.org	Pavement Rehab. for Various Local Streets CDBG FY 21/22 Contract Amount: \$2,444,260.00 Completion Date: December 2022
City of Grand Terrace 22795 Barton Road Grand Terrace, CA 92313	Kamran Dadbeh (909) 824-6621 kdadbeh@grandterrace-ca.gov	Pavement Rehab. On Barton Rd, Van Buren St & Vivienda Ave Contract Amount: \$570,000.00 Completion Date: September 2022
City of Downey 11111 Brookshire Avenue Downey, CA 90241	Desi Gutierrez (562) 904-7110 d Gutierr@downeyca.org	Residential Street Pavement Rehabilitation Project, Area 1 Contract Amount: \$2,875,000.00 Completion Date: June 2022
City of Orange 300 E. Chapman Avenue Orange, CA 92866	Youichi Nakagawa (714) 744-5572 ynakagawa@cityoforange.org	Prospect & Spring Right Turn Lane Modification Project Contract Amount: \$920,000.00 Completion Date: June 2022
City of San Fernando 117 Macneil Street San Fernando, CA 91340	Manuel Fabian (818) 898-1243 mfabian@sfcity.org	Pico Street Improvement Project Contract Amount: \$465,000.00 Completion Date: May 2022

Hardy & Harper, Inc. Past Project References

OWNER/AGENCY	CONTACT	PROJECT NAME, AMOUNT, & COMPLETION DATE
City of Downey 11111 Brookshire Avenue Downey, CA 90241	Desi Gutierrez (562) 904-7110 dgutierr@downeyca.org	Residential Street Pavement Rehabilitation Project, Area 10 Contract Amount: \$2,355,000.00 Completion Date: April 2022
City of Jurupa Valley 8930 Limonite Avenue Jurupa Valley, CA 92509	Desiree Flores (951) 332-6464 dflores@jurupavalley.org	2021-22 CDBG Old Mira Loma Pavement Rehabilitation Project Contract Amount: \$810,000.00 Completion Date: April 2022
City of Anaheim 200 S. Anaheim Blvd Anaheim, CA 92805	Lorenzo Rea (714) 765-6893 lrea@anaheim.net	Residential Street Improvement Project - Lotus & Torry, Group 13 Contract Amount: \$5,806,000.00 Completion Date: March 2022
County of Riverside 3525 14th Street Riverside, CA 92501	Hector Davila (951) 955-6885 hedavila@rivco.org	Fisher Street Resurfacing Project Contract Amount: \$785,560.00 Completion Date: February 2022
City of Chino Hills 14000 City Center Drive Chino Hills, CA 91709	Carl Hassel (909) 364-2817 chassel@chinohills.org	Village Center Drive Pavement Rehabilitation Project Contract Amount: \$408,000.00 Completion Date: December 2021
Los Angeles County 900 S. Fremont Avenue Alhambra, CA 91803	Peter Sanque (661) 947-7173 psanque@pw.lacounty.gov	Pavement Reconstruction (Sustainable) North LA County Contract Amount: \$1,873,929.57 Completion Date: November 2021
City of Loma Linda 25541 Barton Road Loma Linda, CA 92354	Jarb Thaipejr (909) 799-2800 jthaipejr@lomalinda-ca.gov	Pavement Rehab. on Barton Rd, Bryn Mawr & Orange Grove Contract Amount: \$462,590.00 Completion Date: November 2021
City of Norco 2870 Clark Avenue Norco, CA 92860	Sam Nelson (951) 270-5607 snelson@ci.norco.ca.us	Sixth Street Widening Contract Amount: \$785,000.00 Completion Date: September 2021
City of Irwindale 5050 N. Irwindale Avenue Irwindale, CA 91706	Luis Pimentel (626) 430-2259 lpimentel@irwindaleca.gov	2020-2021 Resurfacing Project Contract Amount: \$544,311.93 Completion Date: May 2021
City of Brea 1 Civic Center Circle Brea, CA 92821	Steve Kooyman (530) 318-1066 skooyman@interwestgrp.com	Imperial Highway / Berry St. Intersection Improvements Contract Amount: \$579,648.80 Completion Date: May 2021
City of Colton 650 N. La Cadena Drive Colton, CA 92324	Jess Sotto (909) 370-5551 jsotto@coltonca.gov	FY 20-21 Asphalt Paving Project Contract Amount: \$2,695,493.64 Completion Date: May 2021
City of Burbank 301 E. Olive Avenue Burbank, CA 91502	Adam Salehi (818) 238-3946 asalehi@burbankca.gov	2020 Street Improvement Project Contract Amount: \$1,253,099.98 Completion Date: April 2021
City of Oxnard 300 West Third Street Oxnard, CA 93030	Renee Hatcher (805) 385-8280 renee.hatcher@oxnarca.org	Thin Maintenance Overlay Project Phase II (Rebid 2) Contract Amount: \$6,550,000.00 Completion Date: November 2020
City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552	Michael Wolfe (951) 413-3100 purchasingdivision@moval.org	Citywide Pavement Rehabilitation Program FY 19-20 Contract Amount: \$4,080,364.90 Completion Date: November 2020
City of Cypress 5275 Orange Avenue Cypress, CA 90630	Alex Bangean (714) 229-6740 abangean@cypressca.org	Arterial Rehabilitation Project 230 Contract Amount: \$1,042,000.00 Completion Date: August 2020
City of Banning 99 East Ramsey Street Banning, CA 92220	Art Vela (951) 922-3130 avela@banningca.gov	Street Rehabilitation at Various Locations Contract Amount: \$1,451,000.00 Completion Date: March 2020
City of Ontario 303 East "B" Street Ontario, CA 91764	Bill Braun (909) 395-2012 purchasing@ontarioca.gov	2019 Fall Pavement Rehabilitation Project Contract Amount: \$4,261,000.00 Completion Date: October 2019
City of Pasadena 100 N. Garfield Avenue Pasadena, CA 91101	Tony An (626) 744-7403 tan@cityofpasadena.net	Preventative Maintenance Services Contract Amount: \$2,424,216.00 Completion Date: April 2019

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: 215952

DIR Registration No.: 1000000076

Name of Individual Contractor (Print or type):

N/A

Signature of Owner(s): N/A

Business Address: N/A

or

Name of Company: Hardy & Harper, Inc.

Business Address: 32 Rancho Circle, Lake Forest, CA 92630

Officers:

Name: Dan T. Maas Title: President

Name: Michael Amundson Title: Vice President

Name: Kristen Paulino Title: Corporate Secretary

or

Name of Corporation: Hardy & Harper, Inc.

Business Address: 32 Rancho Circle, Lake Forest, CA 92630

Corporation organized under the laws of the State of: California

Dan T. Maas
Name of President of Corp./ Company

Kristen Paulino
Name of Secretary of Corp./ Company

Subscribed and sworn to before me
this ____ day of _____, 20____

See Attached
(Signature of Notary Public)

BY: Michael Amundson
(Print Name)


(Signature)

TITLE: Vice President

(SEAL)

GOVERNMENT CODE § 8202

- ☒ ☒ ☒ ☒ ☒ ☒

Signature of Document Signer No. 2 (if any)

Page 478 of 720

BID BOND (Page 2 of 2)

Bond Amount \$556,558.40Bond Number CSBA-28480

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 1st day of October, 2024.

PRINCIPAL:**SURETY:**

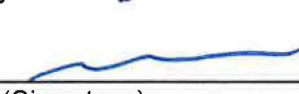
Hardy & Harper, Inc.
(Principal Name) (Seal)

Fidelity and Deposit Company of Maryland
(Surety Name) (Seal)

By:


(Signature)

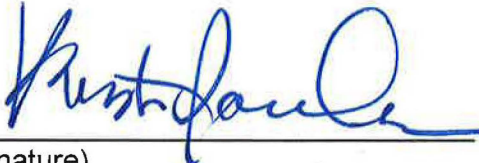
By:


(Signature)

Michael Amundson, Vice President
(Print Name and Title)

Dwight Reilly, Attorney-in-Fact
(Print Name and Title)

By:


(Signature)

By:

(Signature)

Kristen Paulino, Corporate Secretary
(Print Name and Title)

(Print Name and Title)

Principal Address and Telephone:

Surety Address and Telephone:

32 Rancho Circle777 South Figueroa Street, Suite 3900Lake Forest, CA 92630Los Angeles, CA 90017(714) 444-1851(213) 270-0600**Affix Corporate Seals****Attach Notary Acknowledgments for All Signatures****Attach Power-of-Attorney if Executed by Attorney-in-Fact**

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 Orange)

On October 2, 2024 before me, Morgan E. Churnock, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Michael Amundson and Kristen Paulino
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 Morgan E. Churnock
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: Michael Amundson
☒ Corporate Officer — Title(s): Vice President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____
Hardy & Harper, Inc.

Signer's Name: Kristen Paulino
☒ Corporate Officer — Title(s): Corporate Secretary
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____
Hardy & Harper, Inc.

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 10/01/2024 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly,
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 Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel HUCKABAY, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea LIBERATORE, Ben STONG, Michael D. STONG, R. NAPPI, Adrian LANGRELL of Orange, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of September, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: Robert D. Murray
Vice President

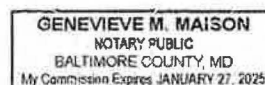

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 7th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of October, 2024.



A handwritten signature in cursive script, appearing to read "Thomas O. McClellan".

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

BIDDER'S NAME: Hardy & Harper, Inc.

NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

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

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 September 24, 2024 [date], at Lake Forest [city], California [state]."

Signed: 
Michael Amundson, Vice President
Title

Subscribed and sworn to before me
this _____ day of _____, 20____.
See Attached
Signature of Notary Public

(SEAL)

GOVERNMENT CODE § 8202

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

☒ ☒ ☒ ☒ ☒ ☒

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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

Subscribed and sworn to (or affirmed) before me

on this 25 day of September, 2024,
by Date Month Year

(1) Michael Amundson

(and (2) _____),
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

Signature of Notary Public

Seal
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: _____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR
ARTERIAL PAVEMENT REHABILITATION PROJECT –
PASEO DE VALENCIA & LA PAZ ROAD, CIP 104 & 109
AND
CURB RAMP REPLACEMENT PROJECT - ALICIA PARKWAY

ITEMS APPLICABLE TO THE ENTIRE PROJECT

BASE BID NO. 1:
BID ITEMS 1 through 5:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
1	Project Mobilization, Demobilization, and Cleanup (Not to Exceed 5% of Construction Costs)	1	LS	52,500	52,500
2	Surveying and Monument Preservation*	1	LS	54,600	54,600
3	Prepare and Implement Water Pollution Control Plan	1	LS	12,600	12,600
4	Changeable Message Board Rental including Programming**	500	PER UNIT PER DAY	80	40,000
5	Public Improvement Project Sign	2	EA	1,600	3,200

*See Section 3-10.3, Section 309, and Section 400-2 of the Special Provisions

**CONTRACTOR shall make up to 10 electronic programmable message boards meeting the Specifications for use on this job and shall program messages on the boards at the direction of the ENGINEER. Each message board rental shall be paid on a per day basis up to 50 days (i.e. 10 message boards x 50 days = 500 days). CONTRACTOR shall honor unit prices regardless of the number of boards and days used.

SUBTOTAL IN FIGURES:

(BASE BID NO. 1, ITEMS 1-5) \$ 162,900.00

CIP 104: ARTERIAL PAVEMENT REHABILITATION PROJECT:
PASEO DE VALENCIA – ALICIA PARKWAY TO EL TORO ROAD

BASE BID NO. 2:
BID ITEMS 6 through 30:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
6	Unclassified Excavation – Existing PCC Curb, Gutters, Ramps, Spandrels	1,400	CY	292	408,800
7	Cold Mill Existing AC Pavement 2" Depth	250,000	SF	.46	115,000

8	Variable Cold Mill Existing AC Pavement 0" to 2"	100,000	SF	.43	43,000
9	Remove and Replace AC Pavement – 6" Depth (City Inspector to Mark Out Actual Limits)	30,000	SF	8.13	243,900
10	Construct 2" FR-ARHM-GG-C Overlay	11,000	TON	138	1,518,000
11	Weed Abatement and Crack Seal	1	LS	65,000	65,000
12	6" CMB	2,200	TON	96	211,200
13	Construct PCC Curb – 8" Curb Face	11,000	LF	36	396,000
14	Construct PCC Curb & Gutter – 8" Curb Face	500	LF	68	34,000
15	Construct PCC Curb – 6" Curb Face	350	LF	32	11,200
16	Construct PCC Stamped & Colored Concrete – 4" Depth	1,600	SF	16	25,600
17	Construct PCC Sidewalk – 4" Depth	6,000	SF	10.50	63,000
18	Construct PCC Curb Ramp with Truncated Domes per Plan**	21	EA	5,850	122,850
19	Remove and Replace Existing Blue Truncated Dome Tiles with Yellow Truncated Dome Tiles – Per Location**	17	EA	840	14,280
20	Adjust Pull Box to Grade	50	EA	850	42,500
21	Double Adjust Manhole Frame and Cover to Finished Grade (Storm Drain or Sewer)	40	EA	1,250	50,000
22	Adjust Water Valves to Grade	70	EA	1,250	87,500
23	Adjust Survey Monument Well Frame & Cover to Grade	25	EA	1,880	47,000
24	Clearing and Grubbing	1	LS	36,750	36,750
25	Median Dirt Import	300	CY	158	47,400
26	Adjust Median Irrigation to Grade and/or Repair	1	LS	47,250	47,250
27	Traffic Signal Loops – Type E	135	EA	430	58,050
28	Traffic Signal Loops – Type F	60	EA	460	27,600
29	Traffic Control	1	LS	184,800	184,800
30	Signing and Striping	1	LS	77,000	77,000

** Bidder shall make every effort to attract DBE, WDBE, etc. to work on this portion of the work.

SUBTOTAL IN FIGURES:

(BASE BID NO. 2 ITEMS 6-30)..... \$ 3,977,680.00

ALTERNATE BID TO ITEM 10 IN BASE BID NO. 2:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
A-1	Construct 2" ARHM Overlay	11,000	TON	162	1,782,000
A-2	Subtract Unit Price/Provide Credit from Deleting Item No. 10, Construct 2" FR-ARHM-GG-C Overlay, from Bid Schedule (Unit Price and Item Cost must match Item No. 10 in Base Bid No. 1 Schedule)	(11,000)	TON	(138)	(1,508,000)

SUBTOTAL IN FIGURES:(ALTERNATE BID TO ITEM 10 IN BASE BID NO. 2) \$ 264,000**ADDITIVE BID TO BASE BID NO. 2:****BID ITEMS AB-1 through AB-13:**

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
AB-1	Cold Mill Existing AC Pavement 2" Depth	23,000	SF	1.13	25,990
AB-2	Variable Cold Mill Existing AC Pavement 0" to 2"	15,000	SF	1.17	17,550
AB-3	Remove and Replace AC Pavement – 6" Depth	12,000	SF	11.78	141,360
AB-4	Construct 2" FR-ARHM-GG-C Overlay	1,250	TON	142	177,500
AB-5	Double Adjust Manhole Frame and Cover to Finished Grade	2	EA	1,250	2,500
AB-6	Adjust Survey Monument Well Frame & Cover to Grade	3	EA	1,880	5,640
AB-7	Adjust Water Valves to Grade	10	EA	1,250	12,500
AB-8	Traffic Signal Loops – Type E	10	EA	520	5,200
AB-9	Traffic Signal Loops – Type F	6	EA	546	3,276
AB-10	Signing and Striping	1	LS	19,000	19,000
AB-11	Traffic Control	1	LS	16,000	16,000
AB-12	Prepare Traffic Control Plan and Obtain Approval from Caltrans	1	LS	4,725	4,725
AB-13	Preparing and Obtaining Caltrans Encroachment Permit, including payment of fees	1	LS	3,675	3,675

SUBTOTAL IN FIGURES:(ADDITIVE BID TO BASE BID NO. 2) \$ 434,916.00

ALTERNATE BID TO ITEM NO. AB-4:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
A-3	Construct 2" ARHM Overlay	1,250	TON	164	205,000
A-4	Subtract Unit Price/Provide Credit from Deleting Item No. AB-4, Construct 2" FR-ARHM-GG-C Overlay, from Bid Schedule (Unit Price and Item Cost must match Item No. AB-4 in Additive Bid Schedule)	(1,250)	TON	(142)	(177,500)

SUBTOTAL IN FIGURES:(ALTERNATE BID TO ADDITIVE BID, ITEM NO. AB-4) \$ 27,500

**CIP 109: ARTERIAL PAVEMENT REHABILITATION PROJECT:
LA PAZ ROAD – WEST CITY LIMIT/SR-73 TO ALAMEDA AVENUE**

BASE BID NO. 3:**BID ITEMS 31 through 52**

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
31	Cold Mill Existing AC Pavement 2" Depth	200,000	SF	.46	92,000
32	Variable Cold Mill Existing AC Pavement 0" to 2"	27,910	SF	.50	13,955
33	Remove and Replace AC Pavement – 4" Depth	5,600	SF	8.21	45,976
34	Weed Abatement and Crack Seal	1	LS	21,000	21,000
35	Construct 2" FR-ARHM-GG-C Overlay	4,000	TON	142	568,000
36	Subcontract with Uretek USA, Inc. to Level and Stabilize Roadway using Polymer Injection Technique to Eliminate Dip in Roadway per Specifications.****	1	ALLOWANCE	\$230,000	\$230,000
37	Construct PCC Curb Ramp with Yellow Truncated Domes per Caltrans Standard Plan A88A or A88B (Case per Plan)**	10	EA	10,800	108,000
38	Remove and Reconstruct PCC Cross Gutter and Spandrel per OCPW Standard Plan No. 122-2-OC	1,500	SF	33.30	49,950
39	Remove and Reconstruct PCC Sidewalk per OCPW Standard Plan No. 1204 & 1205	3,500	SF	16.60	58,100
40	Adjust Pull Box to Grade	10	EA	850	8,500
41	Double Adjust Manhole Frame and Cover to Finished Grade	11	EA	1,250	13,750
42	Adjust Water Valves to Grade	11	EA	1,250	13,750
43	Adjust Electric Manhole Frame and Cover to Finished Grade	4	EA	BY OTHERS	BY OTHERS
				160	640

44	Adjust Sewer Cleanout Frame and Cover to Finished Grade	2	EA	1,250	2,500
45	Adjust Survey Monument Well Frame & Cover to Grade	2	EA	1,880	3,760
46	Traffic Signal Loops – Type E	51	EA	430	21,930
47	Traffic Signal Loops – Type F	19	EA	460	8,740
48	Traffic Control	1	LS	42,000	42,000
49	Signing and Striping	1	LS	36,000	36,000
50	Prepare Traffic Control Plan and Obtain Approval from Caltrans	1	LS	4,725	4,725
51	Preparing and Obtaining Caltrans Encroachment Permit, including payment of fees	1	LS	3,675	3,675
52	City of Aliso Viejo Encroachment Permit	1	LS	1,575	1,575

**** Bidder shall make every effort to attract DBE, WDBE, etc. to work on this portion of the work.**

******Contractor shall subcontract with Uretek USA, Inc. for the leveling and stabilization of the roadway. Proposal is located in Appendix G, and area is called out on the plans.**

SUBTOTAL IN FIGURES:

(BASE BID NO. 3 ITEMS 31-52) \$ 1,348,526.00

ALTERNATE BID TO ITEM NO. 35:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
A-5	Construct 2" ARHM Overlay	4,000	TON	164	656,000
A-6	Subtract Unit Price/Provide Credit from Deleting Item No. 35, Construct 2" FR-ARHM-GG-C Overlay, from Bid Schedule (Unit Price and Item Cost must match Item No. 35 in Base Schedule)	(4,000)	TON	(142)	(568,000)

SUBTOTAL IN FIGURES:

(ALTERNATE BID TO BASE BID NO. 3, ITEM 35) \$ 88,000.00

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CURB RAMP REPLACEMENT PROJECT - ALICIA PARKWAY**BASE BID NO. 4****BID ITEMS 53 through 55**

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
53	Remove and Replace Existing Blue Truncated Dome Tiles with Yellow Truncated Dome Tiles – Per Location - North, West, East, South corners of Moulton/Alicia; - North, South, East corners of Aliso Hills Road/Alicia; - West and Northwest corners of Community Center Drive/Alicia**	9	EA	1,670	15,030
54	Remove Existing Curb Ramp from BCR to ECR and Construct PCC Curb Ramp with Yellow Truncated Domes per Caltrans Standard Plan A88A or A88B - West and East corners of Via Lomas/Alicia; - East and Northeast corners of Community Center Drive/Alicia**	4	EA	11,900	47,600
55	Traffic Control	1	LS	13,848	13,848

**** Bidder shall make every effort to attract DBE, WDBE, etc. to work on this portion of the work.****SUBTOTAL IN FIGURES:**(BASE BID NO. 4, ITEMS 53-55) \$ 76,478.00**TOTAL BID IN FIGURES (BASE BID NO. 1 + BASE BID NO. 2 + BASE BID NO. 3 + BASE BID NO. 4):**\$ 6,380,000.00**TOTAL BID IN WORDS (BASE BID NO. 1 + BASE BID NO. 2 + BASE BID NO. 3 + BASE BID NO. 4):**Six million Three Hundred Eighty Thousand DOLLARSAND 200 CENTS.

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.

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR
ARTERIAL PAVEMENT REHABILITATION PROJECT –
PASEO DE VALENCIA & LA PAZ ROAD, CIP 104 & 109
AND
CURB RAMP REPLACEMENT PROJECT - ALICIA PARKWAY

PROPOSAL

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this 24th day of September, 2024.

BIDDER Hardy & Harper, Inc.
32 Rancho Circle, Lake Forest, CA 92630

Subscribed and sworn to before me
this ____ day of _____, 20____

See Attached
(Signature of Notary Public)

(Attach Jurat)

(SEAL)

BY: Michael Amundson
(Print Name)


(Signature)

TITLE: Vice President

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: _____

GOVERNMENT CODE § 8202

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

✕
✕
✕
✕
✕
✕

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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

Subscribed and sworn to (or affirmed) before me

on this 25 day of September, 2024,
by Date Month Year

(1) Michael Amundson

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(x) who appeared before me.

Signature Morgan J. Peterson
Signature of Notary Public



Seal
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: _____

BIDDER'S NAME: Hardy & Harper, Inc.

**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 ARTERIAL PAVEMENT REHABILITATION PROJECT - PASEO DE VALENCIA & LA PAZ ROAD AND CURB RAMP REPLACEMENT PROJECT - ALICIA PARKWAY & PASEO DE VALENCIA, CIP 104/109, AND IN THE SPECIAL PROVISIONS FOR ARTERIAL PAVEMENT REHABILITATION PROJECT - PASEO DE VALENCIA & LA PAZ ROAD AND CURB RAMP REPLACEMENT PROJECT - ALICIA PARKWAY & PASEO DE VALENCIA, CIP 104/109 and accepts all conditions and requirements contained therein.

Hardy & Harper, Inc.
Bidder


By Michael Amundson, Vice President

9/24/2024
Date

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

BIDDER'S NAME: Hardy & Harper, Inc.

**BIDDER'S CERTIFICATION FOR
BUY AMERICA REQUIREMENTS**

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions allowed herein.

The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the City with acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

Hardy & Harper, Inc.

Bidder


By Michael Amundson, Vice President

9/24/2024

Date

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

Hardy & Harper, Inc.
32 Rancho Circle
Lake Forest, CA 92630
Tel: (714) 444-1851
Fax: (714) 444-2801

Ad Proofs

Project Name: Arterial Pavement Rehabilitation Project &
Curb Ramp Replacement Project

Contract/Bid #: CIP 104 & 109

Awarding Agency: City of Laguna Hills

Focus Journal Ad

Publication: DBE GoodFaith (DBEGoodFaith.com)

Published On: 09/24/2024 @ 09:32:26 AM Pacific

Expired On: 09/30/2024 @ 11:59:59 PM Pacific

Message Notifications Sent To: mchurnock@hardyandharper.com

Published At: https://dbegoodfaith.com/item.php?item_type=ads&ad_adid=61780



Hardy & Harper, Inc.

is seeking qualified DBEs, MBEs, WBEs, SBEs, Section 3s, DVBes

Project Name

Arterial Pavement Rehabilitation Project & Curb Ramp Replacement Project

Bid/Contract

CIP 104 & 109

Awarding Agency

City of Laguna Hills

Project Location

Laguna Hills, Orange County, CA

Bid Date

09/30/2024 at 02:00

Project Details

We are seeking quotes for the following items:

SURVEYING

TRAFFIC CONTROL

WATER POLLUTION CONTROL PLAN

COLD MILLING

WEED ABATEMENT

CRACK SEAL

UTILITY ADJUSTING

TRAFFIC SIGNAL LOOPS

SIGNING & STRIPING

TRUCKING

We are an equal opportunity employer.

The plans and specs are available for your review at our office or via email by sending a request to Morgan Churnock at mchurnock@hardyandharper.com.

Bonds will not be required from qualified subcontractors.

Insurance will be required from all subcontractors.

Please reach out to us for questions, concerns, or if you need any assistance.

Get in Touch

Outreach Coordinator

Morgan Churnock

Project Estimator

Mike Amundson

Telephone

(714) 444-1851 Ext. 121

Fax

(714) 444-2801

Address

32 Rancho Circle

Lake Forest, CA 92630

[Send Message »](#)

Certification & Assistance

California DBE Program

San Francisco LBE Program

San Diego SLBE Program

Bay Area Rapid Transit MBE, WBE (EOPP) Program

Los Angeles County CBE Program

Alameda County SLEB Program

California Supplier Clearinghouse Diversity Program
Program

Oakland LBE/SLBE Program

Los Angeles County SLBE & DVBE Program

Alameda County Alameda CTC LBE/SLBE Program

California SB-PW Program

California DVBE Program

Free DBE Resources

Procurement, Capital Access, & Surety Bond Assistance

The U.S. Department of Transportation-
supported **Southwest Region SBTRC** helps
DBEs with **Procurement, Capital Access, and
Surety Bond Assistance** - and much more - at
no cost.

[Learn more »](#)

Trade Journal Ad

Publication: DBE Journal (DBEJournal.com)

Published On: 09/24/2024 @ 09:32:26 AM Pacific

Expired On: 09/30/2024 @ 11:59:59 PM Pacific

Published At:

http://dbejournal.com/index.php?show_ad=61780&ad_project_name=Arterial+Pavement+Rehabilitation+Project+%26+Curb+Ramp+Replacement+Project&co_name=Hardy+%26+Harper%2C+Inc.



Outreach Coordinator

Morgan Churnock

Estimator

Mike Amundson

Contact Information

32 Rancho Circle
Lake Forest, CA 92630

Telephone

(714) 444-1851 Ext. 121

Fax

(714) 444-2801

Hardy & Harper, Inc.

is seeking qualified DBEs, MBEs, WBEs, SBEs,
Section 3s, DVBEs

Project Name

Arterial Pavement Rehabilitation Project & Curb Ramp Replacement Project

Bid/Contract #

CIP 104 & 109

Awarding Agency

City of Laguna Hills

Project Location

Laguna Hills, Orange County, CA

Bid Date

09/30/2024 at 02:00

Project Details

We are seeking quotes for the following items:

SURVEYING
TRAFFIC CONTROL
WATER POLLUTION CONTROL PLAN
COLD MILLING
WEED ABATEMENT
CRACK SEAL
UTILITY ADJUSTING
TRAFFIC SIGNAL LOOPS
SIGNING & STRIPING
TRUCKING

We are an equal opportunity employer.

The plans and specs are available for your review at our office or via email by sending a request to Morgan Churnock at mchurnock@hardyandharper.com.

Bonds will not be required from qualified subcontractors.

Insurance will be required from all subcontractors.

Please reach out to us for questions, concerns, or if you need any assistance.

LinkedIn

Remember to follow DBEGoodFaith on LinkedIn and re-post the bid invitation provided below. This will help you get more eyes on the sub/supplier opportunities available on the project.

Published On: 09/24/2024 @ 09:35:02 AM Pacific

Published At: <https://www.linkedin.com/feed/update/urn:li:share:7244383844223574016/>



BA20241230236

B2856-2381 07/01/2024 10:46 AM Received by California Secretary of State



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: BA20241230236

Date Filed: 7/1/2024

Entity Details							
Corporation Name		HARDY & HARPER, INC.					
Entity No.		0443071					
Formed In		CALIFORNIA					
Street Address of Principal Office of Corporation							
Principal Address		32 RANCHO CIRCLE LAKE FOREST, CA 92630					
Mailing Address of Corporation							
Mailing Address		32 RANCHO CIRCLE LAKE FOREST, CA 92630					
Attention							
Street Address of California Office of Corporation							
Street Address of California Office		32 RANCHO CIRCLE LAKE FOREST, CA 92630					
Officers							
Officer Name		Officer Address		Position(s)			
Kristen S. Paulino		32 RANCHO CIRCLE Lake Forest, CA 92630		Secretary, Chief Financial Officer			
DANIEL THOMAS MAAS		32 RANCHO CIRCLE LAKE FOREST, CA 92630		Chief Executive Officer			
Additional Officers							
Officer Name		Officer Address		Position		Stated Position	
Michael A Amundson		32 RANCHO CIRCLE LAKE FOREST, CA 92630		Vice President			
Directors							
Director Name			Director Address				
Tessa Irene Maas			32 Rancho Circle Lake Forest, CA 92630				
+ Daniel Thomas Maas			32 RANCHO CIRCLE LAKE FOREST, CA 92630				
+ Kristen S Paulino			32 RANCHO CIRCLE LAKE FOREST, CA 92630				
The number of vacancies on Board of Directors is: 0							
Agent for Service of Process							
Agent Name		KRISTEN S. PAULINO					
Agent Address		32 RANCHO CIRCLE LAKE FOREST, CA 92630					
Type of Business							
Type of Business		ASPHALT PAVING CONTRACTOR					

Email Notifications	
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.
Labor Judgment	
No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.	
Electronic Signature	
☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.	
<i>Kristen S. Paulino</i>	<i>07/01/2024</i>
Signature	Date



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **215952**

Entity **CORP**

Business Name **HARDY & HARPER INC**

Classification(s) **A C-8 C12**

Expiration Date **12/31/2025**

www.csib.ca.gov



Contractor Information

Legal Entity Name

HARDY & HARPER, INC.

Legal Entity Type

Corporation

Status

Active

Registration Number

1000000076

Registration effective date

07/01/24

Registration expiration date

06/30/25

Mailing Address

32 Rancho Circle Lake Forest 92630 CA United State...

Physical Address

32 Rancho Circle Lake Forest 92630 CA United State...

Email Address

cicamen@hardyandharper.com

Trade Name/DBA**License Number (s)**

CSLB:215952

CSLB:215952

Registration History

Effective Date	Expiration Date
06/15/18	06/30/19
05/09/17	06/30/18
06/08/16	06/30/17
06/19/15	06/30/16
07/02/14	06/30/15
07/01/19	06/30/20
07/01/20	06/30/21
07/01/21	06/30/22
07/01/22	06/30/23
07/01/23	06/30/24
07/01/24	06/30/25

Legal Entity Information

Corporation Entity Number:

C0443071

President Name:

Daniel Maas

Vice President Name:**Treasurer Name:****Secretary Name:****CEO Name:**Agency for Service:**Agent of Service Name:**

Commercial Surety Bond Agency

Agent of Service Mailing Address:

1411 N. Batavia Street, #201 Orange 92867 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current worker's compensation insurance information below:

PEO Information	Name	Phone	Email
PEO	PEO	PEO	PEO

Insured by Carrier

Policy Holder Name:

Hardy & Harper, Inc.

Insurance Carrier:

BITCO General Insurance Corporation

Policy Number:

CAP3742814

Inception date:

04/15/24

Expiration Date:

04/15/25

California Environmental Protection Agency
Air Resources Board

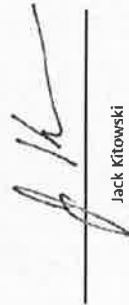
January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

HARDY & HARPER, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**


Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

4333

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html



CITY OF LAGUNA HILLS

September 23, 2024

SUBJECT: Addendum No. 1 to CIP 104 & 109, Arterial Pavement Rehabilitation Project – Paseo de Valencia & La Paz Road, and Curb Ramp Replacement Project – Alicia Parkway

To All Bidders:

This Addendum No. 1 is being issued for the subject bid documents. The following changes have been made to the bid documents:

The Specifications Cover Page has been signed and stamped by the City Engineer. Please see attached replacement page.

Proposal Pages P-1 through P-19 have been replaced with the attached pages. "Construct 2" FRAC Overlay" has been replaced with "Construct 2" FR-ARHM-GG-C Overlay."

General Specifications Page GS-3 is replaced with the attached page, which changes the Standard Specifications of the City from the 2018 edition of the Standard Specifications for Public Works Construction ("Greenbook") to the 2021 edition.

Special Provisions Pages SP-1 through SP-78 have been replaced with the attached Special Provisions Pages SP-1 through SP-68. In the replacement Special Provisions, the following summary of changes is provided for convenience and may not be all inclusive:

- Fly Ash may be used in cement.
- Slurry seal specifications have been deleted (no slurry seal work on this project).
- Asphalt concrete composition specifications have been modified.
- Tack coat material application specifications have been modified.
- Truncated domes are required to be yellow.

In addition, Bidders shall take note that EqualTile, 626-494-1827 or www.equaltile.com, is an approved equal for the installation of the Vitrified Polymer Composite truncated dome mats required on this project.

Regardless of any notes on the plan sheets, striping shall be thermoplastic and "ARHM Overlay" shall mean "FR-ARHM-GG-C Overlay."

Bidders shall sign and include this page in their proposal in order for their bid to be considered responsive.

If you have any additional questions about this bid, please send your questions to Julie Comella at jcomella@lagunahillsca.gov.

Sincerely,


Joe Ames, P.E., T.E.
Public Works Director/City Engineer

Receipt Acknowledged:

By: 

Name: Michael Amundson, Vice President

Firm: Hardy & Harper, Inc.

Attachments:

1. Revised bid document pages



CITY OF LAGUNA HILLS

September 27, 2024

SUBJECT: Addendum No. 2 to CIP 104 & 109, Arterial Pavement Rehabilitation Project – Paseo de Valencia & La Paz Road, and Curb Ramp Replacement Project – Alicia Parkway

To All Bidders:

This Addendum No. 2 is being issued for the subject bid documents. The following changes have been made to the bid documents:

Page P-15 of the Proposal erroneously left out the Estimated Quantity (1) and Units (Lump Sum) for Traffic Control, Item No. 55. It is 1 LS.

Page P-15 has been updated and is attached.

This Addendum is issued more than 72 hours in advance of the bid opening. Therefore, the bid opening date and time has not changed.

Bidders shall sign and include this page in their proposal in order for their bid to be considered responsive.

If you have any additional questions about this bid, please send your questions to Julie Comella at jcomella@lagunahillscs.gov.

Sincerely,


Joe Ames, P.E., T.E.
Public Works Director/City Engineer

Attachments:

1. Revised bid document pages

Receipt Acknowledged:

By: 

Name: Michael Amundson, Vice President

Firm: Hardy & Harper, Inc.

CITY OF LAGUNA HILLS
GENERAL SPECIFICATIONS
FOR
ARTERIAL PAVEMENT REHABILITATION PROJECT –
PASEO DE VALENCIA & LA PAZ ROAD, CIP 104 & 109
AND
CURB RAMP REPLACEMENT PROJECT - ALICIA PARKWAY

SCOPE OF WORK

The work to be performed and completed by Contractor consists of construction including unclassified excavation, asphalt grinding, asphalt concrete pavement repairs, cold planing, crack sealing, asphalt concrete overlay, removal and replacement of concrete sidewalk, curb ramps, and curb and gutter, adjusting or raising manholes and water valves to grade, striping, and other miscellaneous improvements as shown on the plans and as required to complete the work

LOCATION OF WORK

The Project is located on La Paz Road, Paseo de Valencia, and Alicia Parkway, as shown on the plans

TIME OF COMPLETION

The Contractor shall complete all work in every detail within 50 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 8:30 A.M. or after 4:30 P.M. daily. A minimum of one through travel lane and all turning lanes in all directions shall be maintained during construction between 8:30 A.M. and 4:30 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 4:30 P.M. and 8:30 A.M. No work that interferes with public traffic shall be performed after 4:30 P.M. or before 8:30 A.M. No street closures shall be made. The traffic signal and traffic signal detectors shall remain operational during the construction until their replacement is scheduled within 5 days of disruption. Night work shall only be allowed with approved, written approval by the City Engineer, at the contractor's request, and shall be completed at no additional cost if approved.

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	ATTENTION	Phone Number
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
Gas Company Southern Region Transmission CR&R	P. O. Box 1100 Chatsworth, CA 91313	Rosalyn Squires	818/701-4546
	P.O. Box 1100 San Juan Capistrano, CA 92693-1100	Mike Campuzano	949/254-1779
Saddleback Unified School District	25631 Diseno Drive Mission Viejo, CA 92691	Frank Manzo	949/580-3335
Moulton Niguel Water District	27500 La Paz Road Laguna Niguel, CA 92677	Steve Merk	949/425-3538
Cox Communication	27121 Towne Centre Drive Foothill Ranch, CA 92610	Reynaldo Castro	949/563-8889
Santa Margarita Water District	P. O. Box 7005 Mission Viejo, CA 92690-7005	Jaime Aguilar	949/459-6582
San Diego Gas & Electric	662 Camino de los Mares San Clemente, CA 92673	Attn: Dolphus D. Davis	949/369-4721

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.

STANDARD SPECIFICATIONS

The Standard Specifications of the City are contained in the 2021 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****ARTERIAL PAVEMENT REHABILITATION PROJECT –
PASEO DE VALENCIA & LA PAZ ROAD, CIP 104 & 109
AND
CURB RAMP REPLACEMENT PROJECT - ALICIA PARKWAY****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	ARTERIAL PAVEMENT REHABILITATION PROJECT – PASEO DE VALENCIA & LA PAZ ROAD, CIP 104 & 109, AND CURB RAMP REPLACEMENT PROJECT - ALICIA PARKWAY

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 | • Water Pollution Control Plan |
| • Material and Labor Bond | • Form W-9 |
| • Construction Schedule | • Encroachment Permit Application |
| • Traffic Control Plan | • 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 and State permits and make arrangements for City and State 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 encroachment permit 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

2-3 RIGHT-OF-WAY. [Add the following to this section]:

The City will acquire all rights of way, easements and rights of entry as required for this Project. The Contractor shall verify that the acquisition(s) is completed prior to beginning any work outside of the public right of way. All cost for re-mobilization, downtime, etc. due to delays in obtaining the required rights of way, easements and rights of entry shall be included in all other items of work and no additional compensation will be allowed. In the event the required easements have not yet been acquired by the City, the Contractor shall conduct its operation so as to confine its work to the limits of the existing right-of-way.

2-4 COOPERATION AND COLLATERAL WORK. [Add the following]:

The Contractor is advised as to the possibility of other construction projects within the proposed construction zone by the City of Laguna Hills, 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 his work and conduct his operations so as to permit access and time as required for the concurrent work. The Contractor shall immediately notify the 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 various items of work, including any delay impacts, as shown on the proposal bid sheet and no additional compensation will be allowed.

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.

3-10.3 Survey Services. [Add sub-section]:

The Contractor will provide the initial surveying and the initial construction staking, if required for the construction of this Project. The cost of any additional surveying and/or construction staking primarily for the convenience of the Contractor and for replacement of stakes lost for any reason will be the responsibility of the Contractor. The Contractor shall make all requests in writing for construction stakes at least 48 hours in advance of the day required.

The Contractor shall be responsible for the finished work's conforming to the lines, grades and benchmarks given by the Engineer. 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 Material Inspector and 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 descent.

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:

(a) That the Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

(1) 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.

(2) 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.

(3) 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.

(b) 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.

(c) 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 8:30 A.M. or after 4:30 P.M. daily. A minimum of one through travel lane 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: Sweeping Corp of America, (949) 413-0165
6. Transit Operations: Orange County Transportation Authority (OCTA), (714) 560-6282
7. Fire Department: Station 22, (949) 770-6016
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 sub-grades 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 Contract 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.

6-2 PROSECUTION OF THE WORK [Replace the first sentence the following:]

To minimize public inconvenience and possible hazard and to restore street and other work areas to their original condition and state of usefulness as soon as practicable, the Contractor shall diligent prosecute the Work to completion and ensure that the construction of ARHM or FRAC overlay for any given portion of the roadway is completed no later than two (2) working days following the cold-milling of the same portion of roadway.

[Add to this section]

Construction Phasing/Scheduling Limitations:

- Construction Phasing:
 - Contractor shall submit a construction phasing plan to the City for review and approval prior to starting work. Phasing plans shall be prepared in accordance with the phasing requirements and the conditions included in the project specifications.

- Traffic Control:
 - Traffic Control setup at each location shall confirm to CA-MUTCD (Latest Edition) requirements and typical applications and shall be maintained on a daily basis by the contractor.
- Resident Access:
 - Contractor shall ensure that access is maintained in the morning and open by the end of each working day for each resident within the project limits. Working hours, as stated in Section 6-3, shall be maintained, and the contractor's operations shall be phased in such a manner to allow full access to residents during non-working hours.
- Localized Concrete Improvements (Curb/Gutter, Ramps, etc.):
 - All concrete improvements shall be completed prior to the start of any pavement grinding or reconstruction activities.
 - Contractor's operations shall be scheduled in such a way that no ramp or portion of sidewalk is left excavated, demolished, or formed over the weekend.
 - It shall be the contractor's responsibility to properly barricade the work area during non-working hours and to set up appropriate pedestrian detour/signage until the work is completed
 - Driveway access to each property shall be maintained at the end of each working day. Contractor shall ramp or plate the driveways to maintain access.
- Reconstruction Roadway Sections:
 - For roadways designated for reconstruction, phasing for each operation shall be scheduled as follows:
 - CMB installation shall be completed on the same day as the roadway demolition activities. No segment shall be left open overnight, and full access shall be maintained at the start and end of each working day.
 - Base paving asphalt for roadway segments designated to be reconstructed shall be installed no later than 5 working days after the start of roadway demolition.
 - Finished course paving for roadway segments designated to be reconstructed shall be installed no later than 10 working days after the base course paving operations for the given segment.
- Grind and/or Overlay Roadway Sections:
 - For roadways designated for grind and/or overlay, phasing for each operations shall be scheduled as follows:
 - Pavement transitions at the edge of each ground area shall be installed at the end of each work day and maintained for the duration of the project.

- Pavement dig outs and patching shall be completed within 5 working days of the start of the pavement grinding operations.
- Final paving shall be installed no later than 2 working days after the start of the pavement grinding operations.
- Slurry Seal Roadway Sections:
 - For roadways designated for slurry seal, phasing for each operation shall be scheduled as follows:
 - Contractor shall first perform weed abatement and crack sealing on all roadway segments identified for slurry seal per the project specification requirements.
 - Contractor shall locate and remove distressed portions of pavement per “Roadway Patching – Slurry Portion” below. No segment of Roadway Patching shall be left open overnight, and full access shall be maintained at the start and end of each working day.
 - Cleaning, roadway preparations, application and finishing of the slurry seal shall occur the same day
- Roadway Patching – Mill & Overlay Portion:
 - Roadway patching operations shall be scheduled PRIOR to the cold milling operations and prior to the final FRAC or ARHM overlay.
 - All localized roadway reconstruction patches shall be backfilled and compacted with base paving asphalt on the same day of excavation. No open excavations will be allowed at the end of the work day.
- Roadway Patching – Slurry Portion:
 - Roadway patching operations shall be scheduled PRIOR to the final RAP Slurry Seal.
 - All localized roadway reconstruction patches shall be paved and compacted with base paving asphalt on the same day of excavation. No open excavations will be allowed at the end of the work day.
- Asphalt Paving:
 - Roadway closures on arterial streets will not be allowed.
 - Contractor to coordinate with City regarding pavement phasing and requested work limits.
 - Roadway paving shall occur no later than 2 working days after the date of the cold milling operation.

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.

6-3.1 General. [Add the following to this section]:

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

"The Contractor shall complete all work under the Contract within fifty (50) consecutive working days after the date on the Notice to Proceed.

The Contractor shall ensure the availability of all material prior to the start of work. Unavailability of material will not be sufficient reason to grant the Contractor an extension of time for 100 percent completion of work."

Working Days. "Any City holiday, defined as January 1st, the third Monday in January (Martin Luther King Day), the third Monday in February (President's Day), the last Monday in May (Memorial Day), July 4th, the first Monday in September (Labor Day), November 11th (Veterans Day), the fourth Thursday and Friday in November (Thanksgiving and Friday after), December 24th through December 31st."

Working Hours. Normal working hours are limited to 8:30 a.m. to 4:30 p.m., Monday through Friday.

The Contractor, subcontractors, suppliers, etc., shall not generate any noise at the work site, storage sites, staging areas, etc., before or after the normal working hours prescribed above.

Should the Contractor elect to work outside normal working hours, Contractor must first obtain special permission from the Engineer. The request may be for 4:30 p.m. to 6:30 p.m. on weekdays or 8:30 a.m. to 4:30 p.m. on Saturday only. A request for working during any of these hours must be made at least 72 hours in advance of the desired time period. A separate request must be made for each work shift. The Engineer reserves the right to deny any or all such requests. Additionally, the Contractor shall pay for supplemental inspection costs of \$205.00 per hour when such time periods are approved.

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

The Contractor's activities shall be confined to the hours between 8:30 AM and 4:30 PM, Monday through Friday, excluding holidays, unless otherwise specified. Slurry seal application operations, if any shall terminate no later than 1:30 PM of each working day or at the determination of the Engineer. Slurry seal application operations shall occur within two (2) days after scheduled trash pickup days. 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.

6-4 DELAYS AND EXTENSIONS OF TIME

6-4.1 General [Add the following to the end of this section:]

No time extension shall be granted unless the claimed delay meets each and every of the following conditions:

- (a) The delay was caused by unforeseen events and was beyond the control of Contractor and its subcontractors and material suppliers;
- (b) The delay was caused by events of which Contractor was not advised at or before the time of bidding;
- (c) The delay impacted and delayed (i) the controlling items of Work (i.e., the as-built critical path, as determined from the as-planned schedule and the actual progress of the Work), or (ii) the Completion of the whole Work within the Contract time;
- (d) The delay was not caused by Contractor or its subcontractors or suppliers, including but not limited to their breaches of contract or the standard of care;
- (e) The delay was not associated with loss of time resulting from the necessity of submittals to CITY for approval, or from necessary CITY surveys, measurements, inspections and testing;
- (f) The delay was not caused by usual or common weather for the time of year, including usual or common severe weather; and
- (g) The delay could not have been prevented by the exercise of care, prudence, foresight, and diligence by Contractor.

Excusable delays may include acts of God, acts of public enemy, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the CITY, fires, floods, epidemics, quarantine restrictions, labor disputes, unusually and uncommonly severe weather for the time of year, unforeseen site conditions, or delays of subcontractors due to such causes. CITY shall take into consideration other relevant factors such as concurrent delays.

Contractor has the burden of proving that any delay was excusable, including but not limited to an analysis that establishes no concurrency.

No extension of time will be granted for an excusable delay caused by a shortage of materials unless the Contractor furnishes to the Engineer documentary proof that the Contractor has made every effort to obtain the materials from all known sources within reasonable reach of the Work in a diligent and timely manner, and further proof in the form of supplementary progress schedules that the inability to obtain the materials when originally planned did in fact cause a delay in final Completion of the entire Work which could not be compensated for by revising the sequence of the Contractor's operations. The term "shortage of materials" shall apply only to materials, articles, parts or equipment which are standard items and are to be incorporated in the Work. The term "shortage of materials" shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the contract. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. Delays in obtaining materials due to priority in filling orders will not constitute a shortage of materials.

6-4.3 Payment for Delays [Replace paragraph with the following:]

To be compensable, an excusable delay must be one for which the CITY is responsible, where the delay was unreasonable under the circumstances involved, and where the delay was not within the contemplation of the parties; **however**, Contractor shall not be entitled to monetary compensation when (a) Contractor could have reasonably anticipated the delay and avoided or minimized the cost impacts of it, such as judicious handling of forces, equipment, or plant, (b) there was a concurrent delay which does not qualify for monetary compensation under this paragraph, (c) the cause of the delay was reasonably unforeseen by the CITY or the delay was caused by factors beyond the control of the CITY, including but not limited to a delay under Section 2.2.8 above or a delay caused by a utility company's failure to perform despite CITY's reasonable arrangements for such performance; or (d) any other defense available to CITY under law or equity applies. Contractor has the burden of proving that any delay was excusable and compensable, including an analysis that establishes non-concurrency.

The Contractor may not seek damages for delay of a planned Completion of the Work before the contractual deadline for Completion of the Work.

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 \$2,500.00. 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 complete adjustment of the manhole covers to grade within the time limits specified in Section 302-5.8 of 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 \$1,000.00 per day for failure to pave any portion of street after cold milling within the time limits specified in Section 302-1 of these Special Provisions.

Additional liquidated damages shall be assessed in the amount of \$1,000.00 per day for failure to stripe any portion of street after slurry seal operations / asphalt overlay operations within the time limits specified in Section 314 of these Special Provisions.

Additional liquidated damages shall be assessed in the amount of \$1,000.00 per day for failure to slurry seal entire street (including access windows) once any portion of that street is slurry sealed within the time limits specified in Section 302 of these Special Provisions.

Additional liquidated damages shall be assessed in the amount of \$1,000.00 per day for failure to place concrete sidewalk and/or curb ramps after demolition of said concrete within the time limits specified in Section 303-5.1.1 of these Special Provisions.

Additional liquidated damages shall be assessed in the amount of \$500.00 per incident that the Contractor reduces the traveled way width beyond the hours specified in Section 7-10 of these Special Provisions without written authorization from the City.

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 or San Diego 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 bid for **Mobilization** 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. Mobilization shall not exceed 5% of the entire bid, excluding mobilization and as shown in the Proposal Bid Sheet.

7-3.5 Contract Unit Prices

7-3.5.1 General. [Replace with the following]:

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does not involve substantial change in character of the work from that shown on the Plans or specified in the Specifications, then no adjustment in payment will be made regardless of the quantity of work performed.

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does involve a substantial change in the character of the work from that shown on the Plans or specified in the Specifications, an adjustment in payment will be made per 7-3.7.

7-3.5.2 [Delete entire section]

7-3.5.3 [Delete entire Section]

7-3.7 Agreed Prices. [Replace with the following]:

Agreed Prices are prices for new or unforeseen work established by mutual agreement between the Contractor and the Agency. If mutual agreement cannot be reached, the Engineer may direct the Contractor to proceed on the basis of Extra Work in accordance with Section 7-4.

7-4 PAYMENT FOR EXTRA WORK.

7-4.2 Basis for Establishing Costs.

7-4.2.1 Labor [Amend as follows]:

Delete "Workers Compensation Insurance and Liability Insurance" from the "employer payments" in the first paragraph.

7-4.3 Markup.

7-4.3.1 Work by the Contractor. [Replace with the following]:

The following percentages shall be the maximum added to the Contractor's costs and shall constitute the markup for all overhead, profits, Workers Compensation Insurance & Liability Insurance;

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 this subsection, one percent shall be added as compensation for bonding. In any event, notwithstanding the above markups, the total labor mark-up shall not exceed 33% of the base labor hourly pay rate. No additional compensation shall be allowed.

7-4.3.2 Work by a Subcontractor. [Replace with the following]:

When all or any part of the extra work is performed by a Subcontractor, the markup established in 7-4.3.1 shall be applied to the Subcontractor's actual cost of work. A markup of ten percent (10%) on the first \$5,000 of the subcontracted portion of the extra work and a markup of five percent (5%) 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 all forms of insurance and 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.

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.

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.

(c) The Contractor shall supply self-loading motorized street sweepers equipped with a functional water spray system as part of his daily program.

(d) Schedule at a minimum, weekly collection and disposal of debris. Provide additional collections and disposals of debris whenever the weekly schedule is inadequate to prevent accumulation.

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 submit a Water Pollution Control Plan (WPCP) as detailed in Appendix A. 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 obtain a Notice of Intent (NOI) from the State Water Resources Control Board and pay all related fees. The NOI shall be submitted as part of the WPCP. After the Notice of Award, the Contractor shall submit to the City a finalized

and signed WPCP, which establishes the construction BMP requirements, for review and approval. No work will be allowed to begin without an approved WPCP on file with the City.

The Contractor shall utilize Best Management Practices (BMP's) outlined in the WPCP 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. Santa Ana Regional Water Quality Control Board
3. 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 Best Management Practices and shall include finalizing and implementing the WPCP in accordance with the "Draft" WPCP and as detailed herein, and shall include full compensation for encroachment permit processing as related to the WPCP, furnishing all labor, tools, materials, and incidentals for implementing said approved / finalized WPCP.

10-5 TRAFFIC CONTROL PLAN (TCP).

It shall be the Contractor's responsibility to furnish a detailed traffic control plan prepared and stamped/signed by a licensed civil or traffic engineer licensed in the State of California for City approval. Detours shall be in accordance with Caltrans standards. The Contractor shall submit detailed drawings of any proposed detour(s)/lane closures to the City Engineer for approval prior to the commencement of work. **The traffic control plans shall be submitted to the City for review and approval within 10 working days after the date of the Notice of Award.**

10-5.1 Payment.

The Contract **LUMP SUM** price bid for the **Traffic Control** bid item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the traffic control related work involving placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of traffic control system as specified in the Standard Specifications and these specifications and as directed by the City. The lump sum price shall also include steel plates and temporary AC including installation and removal; all associated temporary signing and striping; flashing arrow signs; flagging and/or flagmen costs; night work; Project

notifications; and changeable message signs at the Project site, and no additional compensation will be made therefore.

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]:

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 acceptance of the Work.

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

Before beginning Portland cement concrete, asphalt concrete, and slurry seal 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, asphalt concrete conforming to 203-6, and slurry seal conforming to 302-4, when required by 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 560-C-3250. 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.

201-2 REINFORCEMENT FOR CONCRETE.

201-2.2 Steel Reinforcement. [Add the following]:

All reinforcing steel shall be Grade 60 unless otherwise shown on Plans.

SECTION 203 - BITUMINOUS MATERIALS

203-5.2 Mix Design. [Add the following to this section]:

The tests and mix design shall be performed by a laboratory capable of performing the applicable ASTM tests. The original laboratory report shall be signed by the laboratory that performed the tests/mix design and shall show the results of the tests on individual materials, comparing the test results to those required by the applicable ASTM tests. The laboratory shall report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report shall clearly show the proportions of aggregate, filler (as determined from the tests, minimum and maximum), water (minimum and maximum), the design proportions of each component including additives, all test results used in producing the mix design and asphalt solids content based on the dry weight of aggregate and set-control agent usage. The Contractor shall submit for City approval the source of the rock and the gradation.

Prior to the time of delivery of each shipment of emulsified asphalt, the Contractor shall submit to the City test reports and certifications in accordance with Section 203-1.3 of the Standard Specifications. At the time of delivery of each shipment of aggregate, he shall also submit test reports from his vendors. No material shall be utilized until the certified reports have been checked by the City. Delays by the Contractor in furnishing the reports will not be grounds for any extension of Contract time.

The Agency will require up to 10 working days, from the time of receipt of the mix design, for evaluation of the material characteristics. This mix design will be used for the trial batches and test strips as described in Section 302-4.4.

203-5.4.2.1 Aggregate. [Add the following to this section]:

The grading of the combined aggregate and the percentage of emulsified asphalt shall be Type II and shall conform to the requirements indicated in Table 203-5.4.2.2.

Aggregate shall be dark in color from one material source.

203-5.4.2.4 Latex. [Add the following to this section]:

The emulsified asphalt shall have an additive of latex Ultra Pave 65K or approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two (2) percent of the weight of the emulsified asphalt. The cost for the latex additive shall be included in the unit price bid for Type II Slurry Seal.

203-6 ASPHALT CONCRETE.

203-6.1 General. [Add the following to the end of the subsection:]

Asphalt concrete shall conform to the following requirements and as modified by Orange County Public Works Standard Plan 1805 and herein. The mix types are shown on the bid schedule.

Sampling and Testing

The City Engineer shall have the right to obtain samples of all materials to be used in the work at any stage of the production and construction process and to test such samples for the purpose of determining specification compliance.

Materials that failed the tests shall be replaced by the Contractor, and retesting for specifications compliance shall be at the Contractor's expense.

203-11 ASPHALT RUBBER HOT MIX (ARHM).

203-11.2.3.1 General. [Replace the entire first paragraph as follows:]

CRM shall only consist of California-generated waste tires, processed in California, and shall conform to the chemical analysis requirements shown in Table 203.11.2.3.1 (A). High natural CRM shall NOT be used on this project, and any references to high natural CRM in the Greenbook specifications shall not apply. Asphalt rubber binder shall contain a minimum of 300 pounds (equivalent to 15 percent by weight) of tire-derived crumb rubber per ton of rubberized binder. The binder may be either asphalt rubber/field blend or terminal blend. A Certificate of Compliance shall be furnished to the Engineer prior to construction containing a statement confirming conformance with these requirements.

SECTION 206 – MISCELLANEOUS METAL ITEMS [add the following section]:

206-7 TRAFFIC SIGNS.

206-7.1 General.

Traffic signs shall conform to Section 82 “Signs and Markers” of the Caltrans Standard Specifications.

206-7.2 Submittals.

The Contractor shall, in accordance with 3-8, submit shop drawings which show details, dimensions, sizes of material, manufacturer's written material certificate of compliance, installation instructions, and all information and data necessary for the fabrication and installation of the traffic sign panels and mounting posts.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION 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.

SECTION 215 – ADDITIONAL ITEMS [Add the following Section]:**215-2 PUBLIC IMPROVEMENT PROJECT SIGNS****215-2.1 General.**

The Public Improvement Project Signs shall be in accordance to the specifications set forth in the Section.

215-2.2 Sign Specifications.

Each Public Improvement Project Sign shall be manufactured in accordance with the following:

- a) Size: 4 feet tall by 8 feet wide with at least a 7-foot clearance above ground level
- b) Materials: $\frac{3}{4}$ -inch (exterior type) plywood (C-C EXT-DFPA grade)
- c) Support: 4-inch by 4-inch by 11-foot posts
- d) Mounting: Frame shall be constructed using 2-inch by 6-inch by 8-foot skids centered on each post with a 2-inch by 4-inch by 5 feet 6 inch - 45 degrees brace for each skid and a 2-inch by 6-inch cross strut between the bottom of the posts all of bolted construction. Plywood panel shall be mounted using $\frac{1}{4}$ -inch by 5-inch carriage bolts at 16 inch (max.) OC.
- e) Paint:
 - a. Panel Face: Three coats outdoor enamel (sprayed)
 - b. Panel Rear and Frame: Two coats outdoor enamel (sprayed)
- f) Color: Stark White background and Green lettering
- g) Lettering: Silk screen enamels, Helvetica medium
- h) Text:

MAJOR ROAD CONSTRUCTION
 <<PROJECT NAME>>
 <<PROJECT LIMITS>>
 <<MONTH YEAR>> TO <<MONTH YEAR>>
 EXPECT DELAYS
 USE ALTERNATE ROUTES
- i) Location: The signs shall be placed within the parkway, as directed by the Engineer, one (1) at each end of the Project limits.
- j) Disposition: After the Notice of Completion is issued, the sign shall become the property of the Contractor and he shall dispose the sign at no expense to the City.

215-2.3 Submittals.

The Contractor shall, in accordance with Section 215-2.2 of these Special Provisions Specifications, submit to the City, for review and approval, shop drawings which show details, dimensions, sizes of material, manufacturer's written material certificate of compliance, and all

information and data necessary for the fabrication and installation of the Public Improvement Project Signs.

215-2.4 Payment.

Public Improvement Project Sign shall be measured and paid for per **EACH** sign installed. The Contact unit price shown in the bid schedule shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved and no additional compensation will be allowed.

PART 3 - CONSTRUCTION METHODS

SECTION 300 EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 General. [Add the following to this section]:

In addition to the work outlined in Subsection 300-1 of the Standard Specifications, the following items of work are included under Clearing and Grubbing unless otherwise covered by a specific bid item.

1. Mobilization work and operations per Subsection 7-3.4.
2. Documentation of existing conditions per Subsection 300-1.2 of these specifications.
3. Hand removal and disposal of all vegetation, trees, tree roots, trash and other objectionable material from the affected portion of the project and areas adjoining thereto.
4. Maintain dust control at all times by sweeping; including developing a water supply and furnishing and placing all water required for work done in the contract, including water used for extra work and water used for irrigation purposes.
5. Protection of utilities, trees, shrubs, fences, walls, and other facilities within the construction zone, except those specifically directed by the Engineer to be removed or relocated.
6. Daily cleanup work site including streets, sidewalks and driveways. Daily litter removal. Daily and as needed street sweeping as specified herein. Recycling of waste materials and provisions for refuse containers from CR&R.
7. Clearing and removal of debris from site of work.
8. Removal of structures, as directed by Engineer to be removed or abandoned.
9. Delay in work necessary to accommodate utility relocations by others.
10. Other items of work as directed in these specifications.

300-1.1.1 Preservation of Property. [Add the following section]:

Prior to start of demolition, the Contractor shall document existing conditions adjoining Project limits to establish preconstruction conditions that might be misconstrued as damage caused by site clearing. Contractor shall use sufficiently detailed photographs and videotape to document existing conditions of any damage. Contractor shall provide photographs and videotape to the Engineer upon request. Payment for this work shall be included in all other items of work and no additional compensation will be allowed.

300-1.2.1 Removal and Disposal of Materials. [Add the following section]:

All materials removed, except for materials indicated to be relocated or salvaged, become the property of the Contractor and shall be hauled to and lawfully disposed of at a site secured by the Contractor. The Contractor will provide the Engineer with a letter indicating the final disposition of materials hauled away and disposed offsite from the Project within five (5) working days after Project completion. No removed materials shall be left within the Project limits overnight.

Any existing irrigation system interfering with construction of new improvements shall be removed and relocated. Payment for removal and relocation of interfering existing irrigation system will be

considered as included in the item of work interfering with the existing irrigation system and no additional compensation will be allowed.

Any curb drain or parkway drain within limits of removal shall be removed and replaced in kind. Payment for removal and reconstruction of curb drain and parkway drain will be considered as included in the item of work removing the adjacent curb or sidewalk and no additional compensation will be allowed.

Prior to the removal of materials, the Contractor shall coordinate with the regional notification center (Underground Service Alert of Southern California) to mark out all existing utilities per Section 402. Contractor shall confirm location and depth of all existing utilities per Section 402 in order to avoid damage to them during removal operations.

300-1.1.3 Bituminous Pavement. [Add the following section]:

Prior to removal of bituminous pavement, saw cutting, excavation, or cold milling, the Contractor shall scan the work area using a metal detector of adequate strength to locate manholes, valves, utility access covers or any other metal appurtenances buried below the existing pavement surface whether shown on the Plans or not. Contractor shall be responsible for locating these utilities, and if any are found that aren't shown on the Plans, Contractor shall inform the Engineer for direction on disposition of utility.

Unless specified on Plans to be cold milled, all bituminous pavement shall be saw cut to full depth in a straight line with a power driven saw and completely removed. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be cold milling per Section 404 and a minimum laying depth of two (2) inches of new pavement material shall be provided at the join line.

300-1.1.4 Payment. [Add the following to this section]:

Compensation for Clearing and Grubbing shall be included in all other items of work and no additional compensation will be allowed.

Cold milling and disposal of asphalt pavement will be measured and paid for per Section 404-11.

300-1.2 Root Pruning and Tree Trimming [Add the following]:

303-1.2.1 Root Pruning.

1. Cut tree roots along both side of walk area, and behind existing edges to a minimum of 20-inches deep.
2. Tree roots will not be cut up to the base of the trunk.
3. All tree root cutting will be approved by the City's representative.

Root pruning equipment shall be specifically designed for this purpose, sharpened adequately to sever roots in a clean manner, and equipped with padded tracks or rubber tires to prevent scraping or marking of sidewalks.

All cuts shall be backfilled whether immediately upon completion of root pruning or upon completion of sidewalk and curb and gutter repairs and root barrier installation provided that adequate warning devices are placed and maintained at each location. Backfill material shall consist of dirt, Crushed Aggregate Base or crushed miscellaneous base.

The Contractor shall repair or replace sprinkler system and all utility service connections within the right-of-way which are damaged or removed as a result of the root pruning operation. Repairs shall be initiated immediately and completed by the end of each working day. Repairs and replacements shall be at least equal to existing improvements, and shall match them in finish and dimension, and will be done at Contractor's expense.

300-1.3.1 General. [Add to this section:]

The work shall be done in accordance with Section 300-1.3.2 of the Standard Specifications except as modified and supplemented herein. Joins to existing pavement lines shall be full depth sawcuts. Final removal between the sawcut lines may be accomplished by the use of jackhammers or sledgehammers. Pavement breakers or stompers will not be permitted on the job. The Engineer must approve final removal accomplished by other means.

The Contractor shall maintain the job site in a clean and safe condition. The Contractor will remove any broken concrete, debris or other deleterious material from the job site at the end of each workday. All areas of roadway removal and replacement shall have a minimum trench width of 3-feet to facilitate maximum compaction. Contractor shall meet with the Engineer to mark out the areas of roadway removal and replacement."

300-1.3.2 Requirements. [Add the following]:

(a) Bituminous Pavement. It shall be the Contractor's responsibility to dispose of all suitable bituminous pavement at a recycling facility. The expense for such work shall be deemed as included in the unit price for various items of work in the contract. No additional compensation will be allowed.

(c) Concrete Curb, Walk, Gutters, Cross Gutters, Driveways, and Alley Intersections. Replace the first sentence of this Section with: "Saw cuts shall be neatly made to a minimum of two (2) inches." Replace the words "1-½ inch" of the last sentence with the words "two (2) inches".

(d) Miscellaneous

In addition to the work outlined in Subsection 300-1 of the Standard Specifications, the following items listed below will not be paid separately. The expenses for such work shall be deemed as included in the price bid for various bid items and no additional compensation will be allowed.

1. Tree removal and relocation, as required.
2. Removal of interfering portions of fences, planters, sign foundations, vegetation and irrigation systems.
3. Maintain dust control at all times by watering.
4. Protection of utilities, trees, fences, walls signs and other facilities within the construction zone, except those directed to be removed or relocated.
5. Relocation of existing parking bumpers, flag poles, posts, guard posts, curb drains, mailboxes and private property lighting systems not covered under other items of work.

6. Removal and salvaging of existing signs.
7. Removal and salvaging of existing bus shelters, street furniture and other appurtenances.
8. Removal of existing A.C. berm.
9. Removal of existing parkway drainage improvements such as curb drains, parkway culverts, etc.
10. All sawcutting of existing A.C. pavement and concrete pavement surfaces necessary to facilitate construction of the project.
11. Notifying owners of all newspaper machines and vending machines to remove their facilities from street. Contractor shall remove and dispose of said facilities if no action is taken by Owner.
12. Removal of any other items within the work zone which are not accounted for under individual items of work in these specifications.

300-1.4 Payment. [Add the following]:

Unless otherwise specified, compensation for clearing and grubbing shall included in the **Clearing and Grubbing** contract price and no additional compensation will be allowed. Payment shall include full compensation furnishing all labor, materials, tools, equipment and doing all work involved in clearing and grubbing as specified for the Base Bid and any Alternate Bids awarded. Payment shall be limited to not more than 50.0% per progress payment.

300-1.5 Solid Waste Diversion. [Add section.]

Non reinforced concrete and asphalt wastes generated from the job site shall be disposed of at a facility that crushes such materials for reuse. Excess soil and other recyclable solid wastes shall not be disposed of at a sanitary landfill.

The Contractor shall maintain monthly tonnage records of total solid wastes generated and solid wastes disposed of at a sanitary landfill. The Contractor shall report said tonnage monthly to the Engineer on a form provided by the Engineer and provide appropriate confirmation documentation from the recycling facility.

300-2 UNCLASSIFIED EXCAVATION.

300-2.1 General [Add the following to this section]:

Unclassified Excavation shall consist of all saw cutting and excavation of existing roadway as necessary to construct the proposed AC "dig-out" improvements as directed by the Engineer.

Removals in AC pavement shall be minimum 3 inch depth and in PC concrete minimum 3 inch depth, or as directed by the Engineer.

Removal shall be done in accordance with Section 300-1 and Section 401 of the Standard Specifications and these Special Provisions.

The Contractor shall be responsible for locating and protecting manhole, water valve and utility access frames and covers or other metal appurtenances buried below the existing surface, whether shown on the plans or not.

All existing asphalt concrete pavement that is to be joined by new construction shall be saw cut in a straight line the full depth of the existing pavement. Contractor shall exercise due caution to avoid any disruption to the existing aggregate base that is to remain below the depth of removal called out on the plans. In addition, the Contractor shall not disturb or damage existing improvements to be protected in place. Any damage done by Contractor and/or its equipment shall be repaired or replaced as called out in Section 402 of the Standard Specifications at Contractor's expense. The Contractor shall call USA prior to excavation and shall "pothole" existing utilities that fall within the proposed pavement 'dig-out' areas as necessary to determine their depth to avoid damaging said utilities.

Removal of existing pavement sections shall be to the depth required for construction of the replacement roadway sections as shown on the plans, estimated bid quantities (proposal) and/or as directed by the Engineer before or after the Cold Mill operation, and will include the removal of existing AC pavement and conflicting portions of aggregate base. All removed material becomes the property of the Contractor and shall be hauled and recycled/disposed of properly outside of the roadway right of way.

The use of pavement breaking equipment (stomper) is not permitted. No crushing operations by Contractor will be allowed at the job site or within the Laguna Hills City limits. Contractor shall price the unclassified excavation and other related bid items accordingly.

The Contractor shall excavate a length of section of roadway not to exceed the amount of removal and placement of AC base course that can be completed within the same working day. All excavations shall be backfilled as soon as permitted under the specifications so that when the job is closed for the day, the open excavation will be kept at a minimum and adjacent utilities will receive maximum backfill support.

300-2.9 Payment. [Add the following to this section]:

Payment for Unclassified Excavation shall be considered included in the Contract unit price bid per **SQUARE FOOT** for **Remove and Reconstruct 6" AC** and shall include full compensation for all work required to complete removal and reconstruction of asphalt concrete areas complete in place including, but not limited to, over-excavation, saw cutting pavement, removal and disposal / recycle of excess material at a suitable site, surface preparation, compaction of the sub-grade to 90 percent relative compaction, and furnishing all labor, materials, tools, equipment and incidentals and no additional compensation will be allowed therefor.

If the existing materials in those asphalt concrete areas beneath the regular excavation depth for roadway improvements are found to be wet or unsuitable, the Contractor shall then be ordered to over-excavate those areas to a depth to be determined by the City. Payment for excess excavation including the removal and disposal of said unsuitable soil shall be considered included in the price bid for remove and reconstruct of asphalt concrete and no additional compensation will be allowed therefor.

300-4 UNCLASSIFIED FILL

300-4.9 Measurement and Payment. [Add the following to this section]:

Compensation for Unclassified Fill required for asphalt concrete slot paving or digouts, concrete improvements, or minor grading adjacent to concrete improvements shall be included in the cost of constructing those items and no additional compensation will be allowed.

SECTION 301 –SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-1.3 Relative Compaction. [Add the following to this section]:

Cross gutters are to be placed directly on subgrade material which the top 6 inches has been compacted to a relative compaction of 95 percent.

301-1.7 Payment. [Add the following to this section]:

Compensation for manhole and valve adjustments shall be per Section 402-9 and 403-5 of these specifications.

SECTION 302 - ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General. [Add the following]:

The AC pavement to be removed and replaced shall be cold planed/grind to provide a neat and straight pavement break. Asphalt Concrete hot mix shall be inlayed to the removed section. The join between the existing pavement and the new pavement shall be sealed. Streets which are not scheduled for an asphalt concrete overlay shall have the finish grade and join flush with the existing surface.

Only areas that can be repaved to finish grade in one work day shall be excavated in the same one work day. AC pavement shall be placed on the same day as the related excavation or cold planing. All travel lanes shall be reopened at the end of the work day. AC shall be placed in two (2) inch lifts and compacted to 95% relative compaction.

At the conclusion of each work day, the newly paved areas shall be smooth, flush with finish grade and suitable for traffic. The Contractor shall place temporary reflective tabs to restore all lane lines affected by the new paving.

3.2-5.2 Miscellaneous Asphalt Concrete Placement. [Add new section].

This item shall consist of all preparatory work (including all handwork) necessary to place miscellaneous asphalt concrete. It shall include the following:

- (1) Fine grading to the tolerances set forth in Subsection 301-1.4 of the Standard Specifications.
- (2) Applying soil sterilant in accordance with Subsection 301-6 as modified by these Special Provisions.
- (3) Providing headers (if shown on plans) in accordance with Subsection 302-5.5 of the Standard Specifications.

(4) Root removal.

302-5.4 Tack Coat. [Add the following to this section]:

Tack coat material on the milled surface prior overlaying shall be SS-1H applied at a rate of 0.20 gallons per square yard from a distributor truck.

Tack coat shall not be placed so far ahead of paving that the tack coat is tracked away by trucks.

On all vertical joins of AC patching apply SS-1H tack coat uniformly in two coats totaling 0.20 gallons per square yard each with full "break" in between, or 0.20 gallons per square yard SS-1H uniformly in one coat.

302-5.5 Distribution and Spreading. [Delete the sixth paragraph and add the following]:

The depositing, distributing, and spreading of the asphalt concrete shall be accomplished in a single, continuous operation by means of a self-propelled mechanical spreading and finishing machine designed especially for that purpose. The machine shall be equipped with a screed or strike-off assembly capable of being accurately regulated and adjusted to distribute a layer of the material to a definite predetermined thickness. The machine shall be equipped with automatic screed controls. The automatic screed controls require a reference system for the automatic system to follow. This reference can be the base on which the asphalt concrete is being placed, the lane next to the material being placed, or a string line. The automatic screed control can also follow a traveling reference system. A traveling reference system may be a 30-foot "ski" attached to a control arm, which notes changes in base contours and adjusts the screed automatically to compensate. A string line or traveling reference system shall be used to allow the automatic control to adjust screed height as necessary to maintain proper longitudinal (length-wise) grade of the pavement. To maintain proper transverse (width-wise) grade, the automatic screed control shall use a pendulum system attached to a beam running between the two screed pull arms. When paving is of a size or in a location that use of a self-propelled machine is impractical, the Engineer may waive the self-propelled requirement.

The Contractor shall provide for adequate quality control measures to insure that delivery of asphalt rubber shall be neither too slow nor too fast to prevent stopping of the paving operation and/or cooling of the asphalt rubber material. Material delivery scheduling and handling is critical to optimizing compaction and ride quality.

302-5.6.1 General. [Add to this section]:

Asphalt concrete will be thoroughly compacted by rolling as soon as a layer of the material has been placed. Rolling will commence along the lower edge and continue until the edge is thoroughly compacted. The roller will then be gradually advanced to the crown point, both sides being rolled in a like manner. Rolling will continue until the pavement layer has become thoroughly compacted to the specified grade and cross-section.

Placement of AC in over-excavated areas shall be done with minimum disturbance to the subgrade. Compacting shall be done with light rolling a steel wheel roller with compaction requirement waived. AC shall be placed in lifts not exceeding 4 inches in compacted thickness, unless approved by the Engineer, and shall be allowed to cool and solidify prior to placing the next lift, as assessed by the Engineer.

If the asphalt concrete pavement material has cooled below the minimum spreading temperature (260 °F) prior to completing the initial breakdown, the surface will be removed by an approved

method to provide a minimum one-inch of depth for new paving material, without causing any feather-edges at joints. The contractor will then repave the area to the requirements herein.

Rollers will be self-propelled. Two axle, steel wheel tandem rollers will weigh not less than eight (8) tons (7,260 Kg). Vibratory rollers shall be used. All rollers must be in good mechanical condition, capable of smooth straight path operation. No leakage of any petroleum products will be allowed. The surface of all roller wheels will be treated with sufficient water to prevent pickup of bituminous materials, but not sufficient to be detrimental to the pavement.

302-5.6.3 Ride Quality Standard. [Add to this section]:

If, in the opinion of the City Engineer, the ride quality of the final asphalt concrete is not acceptable, the contractor shall, within seven (7) calendar days of placement of the final paving surface, have the surface profiled using a California Profilograph in accordance with California test 526 and provide the City with an original profile graph. The City may, at their discretion, delete this item from the contract if it is determined that the ride quality is acceptable. The cost for this work shall be the fixed lump sum amount and no additional compensation will be allowed. The time allotted for the Profilograph and any surface repair (as indicated by the Profilograph) shall be included in the contract time specified for this project and no additional time or compensation will be allowed.

If the finished surface of the asphalt concrete on the traffic lanes does not meet the specified surface tolerance, it shall be brought within tolerance by either (1) abrasive grinding, or (2) removal and replacement. The method will be selected by the Engineer. The corrective work shall be at the contractor's expense.

302-5.7 Joints [Add the following to this section]:

The Contractor shall place the overlay such that joints and seams fall within six (6) inches of the lane line for the new delineation. The joint pattern for all pavement layers shall be submitted in writing to the Engineer for review and approval 2 weeks in advance of the first lift of pavement to be placed. No exceptions to the specified requirements for joints shall be anticipated, and the Engineer's decisions shall be final.

302-5.8 Bituminous Pavement Crack Sealing. [Add new section]:

302-5.8.1 General.

Bituminous Pavement Crack Sealing consists of furnishing all labor, equipment, and materials and performing all operations in connection with bituminous pavement crack sealing. Crack sealing shall be performed upon all streets scheduled for the application of CMREAS and AC Overlay without further designation.

302-5.8.2 Cleaning.

All pavement cracks greater than or equal to 1/8" width shall be routed by mechanical means and cleaned by air blowing. All debris resulting therefrom shall immediately be removed by mechanical means and disposed of in a legal landfill or pavement recycling facility.

302-5.8.3 Material.

The crack sealing material shall be an asphalt cement, aromatic rubber extender oil, and a minimum of 20% powdered rubber by weight combined in such manner as to produce a material with the following properties:

1. WORKABILITY

The material shall pour readily and penetrate large cracks at temperatures below 400° Fahrenheit.

2. CURING

The product shall contain no water or volatile solvents and shall cure immediately upon cooling to a sufficient viscosity to prevent tacking by traffic.

3. LABORATORY EVALUATION

When a sample of the product has been heated at 350° Fahrenheit for two hours, it shall pass the following tests:

Softening Point (R&B) 135° F Min. (ASTM D312)

Flexibility A 1/8" thick specimen of the product conditioned to 10° F shall be capable of being bent to a 90° angle over 1" mandrel without cracking.

The sealer shall be forced into the crack by use of a squeegee. The sealer shall be flush with the existing pavement surface prior to the application of the AC overlay or slurry seal.

302-5.9 Measurement and Payment [Add the following to this section]:

Payment for **2" AC Overlay** shall be made at the unit price bid per **TON**. The Contract unit price per ton shall include full compensation for all surface preparation, furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved, including furnishing and applying the rock dust blotter, to place the AC overlay complete and in place. Temporary surface work where required by the CITY for traffic control or other purposes shall be considered included in the price bid Traffic Control and no additional compensation will be allowed.

302-9 ASPHALT RUBBER HOT MIX (ARHM).

302-9.9 Payment. [Add the following to this section]:

Payment for **2" Asphalt Rubber Hot Mix (ARHM) Overlay** shall be made at the unit price bid per **TON**. The Contract unit price per ton shall include full compensation for all surface preparation, furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved, including furnishing and applying the rock dust blotter, to place the ARHM overlay complete and in place. Temporary surface work where required by the CITY for traffic control or other purposes shall be considered included in the price bid Traffic Control and no additional compensation will be allowed.

302-17 BITUMINOUS PAVEMENT CRACK SEALING [Add this section]:

302-17.1 General. [Add the following section]:

Crack seal material shall conform to the following specifications or shall be approved by the City Engineer.

302-17.2 Material. [Add the following section]:

The asphalt rubber sealant material shall be made with paving grade asphalt and granulated reclaimed rubber.

The granulated rubber shall be 100 percent vulcanized and shall meet the following requirements:

<u>Passing Sieve</u>	<u>Percentage</u>
No. 8	100
No. 10	98-100
No. 40	0-10

The specific gravity of the granulated rubber shall be 1.15 ± 0.02 . The material shall be free of fabric, wire or other contamination materials, except that up to 4 percent of calcium carbonate which may be included to prevent particles from sticking together.

<u>Property</u>	<u>Test Specification</u>	<u>Requirement</u>
Rubber Cement		25 percent $\pm$ 2 percent
Cone Penetration (@77° F)	ASTM D3407	25 (+/- 5)
Softening Point	ASTM D36	210° – 220° F
Resilience	ASTM D 3407	50 – 60 percent
Flow (@140° F)	ASTM D3407	0 mm, maximum

The asphalt rubber sealant material shall be accompanied by a certificate of compliance from the manufacturer.

302-17.3 Crack Repairs. [Add this section]:

Crack sealant shall be applied to all cracks of 1/8 inch or greater as determined by the City Engineer.

The crack seal material shall be applied a minimum of two (2) weeks in advance of the slurry seal operation.

The sealant shall not be placed when the pavement temperature is below 50° F, above 90° F or during unsuitable weather.

For cracks in size from 1/4 inch and greater in width the crack shall be widened using a router to form a shallow sealant reservoir which is 3/4 inch wide and 3/4 inch deep.

The cracks shall be cleaned with compressed air to remove all dust and free moisture, and treated with weed killer, immediately prior to filling.

The Contractor shall protect all existing utility covers, traffic detector loops and pull boxes during the routing operation and shall repair or replace any damaged facilities to its original condition. The existing facilities shall include but not be limited to the above items.

All debris resulting from crack routing shall be removed from the roadbed by hand or mechanical sweeping prior to the end of each work day.

Sealant shall be placed from the bottom of the crack upward to the pavement surface in a manner which does not result in sealant bridging or entrapping air pockets.

With deep cracks, settlement may occur, thus requiring application of a second layer of sealant. The level of the sealant will be allowed to be slightly below the level of the existing pavement. Alternatively, for full depth wide cracks, the Contractor may fill the cracks with clean sand and apply a sealant a minimum of $\frac{3}{4}$ inch thick to seal the crack. All excess sealant shall be removed from the crack with a minimum overlap onto adjacent pavement.

The sealant shall be placed in such a manner that any excess sealant is not spread or squeegeed onto the pavement where cracks are not present, especially between separate individual cracks.

The Contractor may be required to furnish and spread sufficient sand necessary to eliminate tracking or damage to the crack sealant. On all arterial highways where sand will be applied over fresh crack sealant, the contractor shall post "Loose Gravel" (C6) construction signs. Signs shall be posted from commencement of crack sealing until all sand has been cleaned from the roadway. The Contractor shall remove all sand by sweeping with 24 hours after opening the street to traffic.

For arterials and collectors, rolling closures during the crack sealing operation shall not be allowed unless approved by the Engineer.

A singular crack shall be considered to be a crack which is not part of a network of cracking of average spacing less than 3-foot in both dimensions. If asphalt concrete pavement is being constructed directly upon an existing asphalt concrete pavement: 1) all singular cracks and joints shall be blown clear with high pressure air; and 2) all visible singular cracks shall be completely filled with Crafcro Polyflex Type III or approved equal.

To ensure awareness of crackfill crew of the specification, the foreman on the crackfill work shall fill out the following certificate, have the certificate at the site of the work, and present the certificate to the inspector on request.

CRACKFILL CREW - CERTIFICATE OF PROCEDURES

No work shall begin without this certificate on site, signed by the foreman.

As the on-site supervisor of the crackfill crew, I hereby certify that I am aware of and will provide for application such that: "Crackfiller shall be maintained upon application below the top of cold mill texturing and shall be thoroughly squeegeed immediately thereafter."

I also certify that I have verified that the crackfill material is the same material shown on the Certification of Compliance, or is the precise product identified in the specifications:

(Crackfill Manufacturer Product Name)

Print Name: _____

Signed

Date

302-17.4 Measurement and Payment. [Add this section]:

The Contract **LUMP SUM** price bid for the **Crack Sealing** bid item shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all the work involved in crack filling and necessary traffic control, complete in place, as shown on the bid schedule and plans, and no additional compensation will be allowed. This item shall be paid as a percentage of the work completed.

302-18 FIBER REINFORCED ASPHALT CONCRETE (FRAC).**302-18.1 Description**

Fiber Reinforces Asphalt Concrete (FRAC)

This work shall consist of providing and placing FRAC in accordance with these specifications and lines, grades, thicknesses and typical cross-sections shown in the plans. Furnish all materials, equipment, labor and incidentals for mixing fiber in hot mix asphalt (HMA), when fiber is required as a mixture ingredient. Paving FRAC shall be in accordance with these specifications as well as those outlined in section 302-5 of these and the standard specifications, whichever is more stringent.

Definitions:

1. Reinforcing Fibers: High tensile strength aramid fiber blend specially formulated to reinforce hot mix asphalt.
2. Fiber Reinforced Asphalt Concrete (FRAC): A mixture of hot or warm mix asphalt and reinforcing fibers that has greater resistance to rutting, thermal cracking, fatigue cracking, and reflective cracking as compared to conventional non-fiber asphalt mixes.
3. Fiber Reinforced Asphalt Rubber Hot Mix (FR-ARHM): A mixture of rubberized asphalt and reinforcing fibers that has greater resistance to rutting, thermal cracking, fatigue cracking, and reflective cracking as compared to non-fiber rubberized asphalt mixes.
4. Aramid Dispersion State Ratio (ADSR): A measure of the dispersion efficiency of the Reinforcing Fibers within asphalt mixes. ADSR is calculated by comparing the mass of aramid in the individual state to the total mass of extracted aramid fibers, expressed as a percentage.

REFERENCES:

1. ASTM D2172, Standard Test Methods for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
2. ASTM D6433, Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys.
3. AASHTO T322, Determining the Creep Compliance and Strength of Hot-Mix Asphalt (HMA) Using the Indirect Tensile Test Device.

4. AASHTO TP79, Standard Method of Test for Determining the Dynamic Modulus and Flow Number (FN) for Asphalt Mixtures Using the Asphalt Mixture Performance Tester.
5. Zeiada, W., Underwood, S., Stempihar, J., "Extraction of Aramid Fibers from Fiber Reinforced Asphalt Concrete – Special Test Method", Arizona State University, May 11, 2016.

SUBMITTALS:

1. Submit the following as part of the submittal package:
 - a. Representative fiber product sample.
 - b. Fiber product data sheet and certification from the Manufacturer that the fiber product supplied meets the requirements of this specification.
 - c. Manufacturer's instructions and general recommendations.
 - d. Performance results of ADSR testing from a minimum of three separate laboratory trials to validate Dispersion Efficiency.
 - e. Performance results of PCI testing from a minimum of three separate field trials to validate Cracking Resistance.
 - f. Performance results of FN testing from a minimum of three separate laboratory trials to validate Rutting Resistance.

****NOTE:** Testing is NOT required on samples from the job mix, submit previously completed lab testing only.

2. Submit a minimum of five unique project examples and references where the reinforcing fiber product was used within 250 miles of the project location.

302-18.2 Materials and Performance

Reinforcing Fiber Properties

1. Provide a reinforcing fiber blend of Virgin Polyolefins and Virgin Aramids that meets the requirements in Table 1 and Table 2 below.

Table 1

Reinforcing Fiber Material Properties			
Property	Test Method	Polyolefin	Aramid
Form	Manufacturer Certification	Serrated	Monofilament
Nominal Specific Gravity	ASTM D276	0.91	1.44
Tensile Strength (psi)	ASTM D7269	NA ¹	400,000
Length (in)	Manufacturer Certification	0.75	0.75

1. Polyolefin fibers will melt or become plastically deformed during production

Table 2

Reinforcing Fiber Performance Properties			
Performance Measure	Test Method	Standard	Requirement
Dispersion Efficiency	Aramid Dispersion State Ratio (ADSR)	Modified ASTM D2172	≥ 85%
Field Performance Cracking Resistance	Pavement Condition Index	ASTM D6433	≥ 10 PCI Points Increase, Minimum 4 Years
Resistance to Permanent Deformation (Rutting)	Flow Number (FN)	AASHTO TP79	≥ 75% increase

- a. Fiber blend performance test results complying with Section D.2 below must be submitted at least two weeks prior to bid date for approval by engineer.
- b. Non-aramid fiber blends will not be considered as acceptable alternatives to this specification.

302-18.3 Performance Testing Requirements

All historical test results submitted to validate the fiber's performance in asphalt mixes shall be from previously completed laboratory and field trials using plant-produced FRAC from a documented source only. Results from lab-produced FRAC or FRAC from an undocumented source will not be accepted. Testing is NOT required on samples from the job mix.

Fiber dosage rate in all submitted test reports must be equal to the rate proposed for this project. Only testing performed by an AASHTO accredited laboratory or nationally recognized university testing lab will be considered.

- a. Aramid Dispersion State Ratio (ADSR) Tests from a minimum of three (3) separate laboratory trials.
 1. Perform ADSR test based on modified ASTM D2172 procedures as provided in the document entitled "Extraction of Aramid Fibers from Fiber Reinforced Asphalt Concrete – Special Test Method". A copy of the modified extraction methodology can be obtained by making an inquiry to the Pavement and Materials Laboratory at Arizona State University at NCE@asu.edu.
 2. To validate ADSR results, average extracted aramid fiber quantity must equal 0.007 percent by total sample weight with no individual result less than 0.005 percent of the total sample weight.
 3. All tested fiber mixes must achieve a minimum ADSR of 85%.
- b. Pavement Condition Index (PCI) side by side comparison from a minimum of three (3) field trails with a minimum in-service pavement age of four years.
 1. PCI surveys shall be performed according to ASTM D6433.

2. Tests results shall include a control and a fiber reinforced pavement section. FRAC mix shall be identical to control mix except for the inclusion of fibers added at the same dosage as proposed on the project.
 3. In field performance sections shall be subject to the same environmental and traffic conditions. A minimum surface area of 500 yd² per FRAC and control section is required.
 4. PCI results from fiber sections shall show a minimum 10 PCI points greater than the control section after a minimum of 4 years.
- c. Flow Number (FN) Tests from a minimum of three (3) separate laboratory trials.
1. Perform FN tests using the protocol from AASHTO TP79.
 2. Tests results shall include a control and a fiber reinforced mix. FRAC mix shall be identical to control mix except for the inclusion of fibers added at the same dosage as proposed on the project.
 3. Results from fiber specimens shall each show an average FN increase of at least 75% over control specimens.

302-18.4 Construction Requirements

Add aramid and polyolefin reinforcing fiber blends at a dosage rate of one (1) pound fiber per one (1) ton of asphalt. Add alternative aramid fiber blends at a rate proposed by the manufacturer that achieves the ADSR, PCI, and FN results required by Section 302-15.2. Have a fiber manufacturer's representative on site during mixing and production. This requirement can be waived if fiber manufacturer and asphalt producer can supply evidence of manufacturer's brand of fiber being successfully produced a minimum of three times at the asphalt plant to be used for the project.

1. Batch Plant. When a batch plant is used, add fiber to the aggregate in the weigh hopper and increase both dry and wet mixing times. Ensure that the fiber is uniformly distributed before the injection of asphalt cement into the mixture.
2. Drum Plant:
 - a. Inject fibers through the RAP collar using an automatic, metered air blown system to promote rapid and complete fiber dispersion. System must automatically record fiber addition data so as to remove human error. Rate the feeding of fibers with the rate the plant is producing asphalt mix. If there is any evidence of fiber bundles at the discharge chute, increase the mixing time and/or temperature or change the angle of the fiber feeder line to increase dry mixing time.
 - b. Manual feeding of the fibers is not allowed.
 - c. Add fibers continuously and in a steady uniform manner. Provide automated proportioning devices and control delivery within $\pm 10\%$ of the mass of the fibers required. Perform an equipment calibration to the satisfaction of the fiber manufacturer's representative to show that the fiber is being accurately metered and uniformly distributed into the mix.

- d. Include the following with the air blown system:
 - Low level indicators
 - No-flow indicators
 - A printout of feed rate status in pounds/minute
 - A section of transparent pipe in the fiber supply line for observing consistency of flow or feed.
 - Manufacturer's representative's approval of fiber addition system

302-15.5 Delivery, Storage and Handling

Deliver fiber-reinforcement in sealed, undamaged containers with labels intact and legible, indicating material name and lot number.

Deliver fiber-reinforcement to location where it will be added to each batch or loaded into the mixer.

Store materials covered and off the ground. Keep sand and dust out of boxes and do not allow boxes to become wet.

302-15.6 Placement

Follow manufacturer's and engineer's recommendations for placement of FRAC.

302-15.7 Quality Control

At the discretion of the Engineer, FRAC mix from the project site may be randomly sampled for an analysis of the dispersion state of aramid fibers using the ADSR test procedure defined in Section D.2.a. If test results show $ADSR < 85\%$, the Engineer may require the Contractor to cease operations until a correction plan has been submitted and approved.

Aramid Dispersion Visual Test: Collect a 10kg sample of mix from the discharge chute during first 50 tons of production. Visually assess the state of aramid fibers in the sample according to Reference 4 (Section B of this specification) and rate the sample as "Pass" or "Fail".

1. "Pass" = All fibers exist in an Individual State and no Undistributed Clips or Agitated Bundles of fiber are detected.
2. "Fail" = One or more Undistributed Clips or Agitated Bundles are detected.
 - a. If a sample is rated as "Fail", adjust mixing operations to improve fiber dispersion and repeat Step 1 above.
 - b. If Visual Test results in three consecutive "Fail" ratings, plant mix samples should be sent to a third party laboratory for complete ADSR testing before production is allowed to commence.

- c. In addition to Visual Test, use a shovel to inspect FRAC mix in the back of first three trucks and every tenth truck thereafter to confirm adequate blending of the fiber.
- d. Remove any observed fiber bundles from placed mixture and adjust operations per the manufacturer's recommendation to eliminate future fiber bundle development, and repeat Steps 2 through 4 above to confirm adequate aramid fiber dispersion.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, AND CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.1 Requirements.

303-5.1.1 General. [Add the following to this Section]:

Saw cuts shall be made at existing joints or cracks or at least 8 feet from an existing joint or crack, and if the saw cut is made at an existing crack, the saw cut shall include the crack within the removal area. Spandrel shall be saw cut a maximum 2 inches from curb face minimum 3 inch depth.

The Contractor shall verify with a "smart level" that the ADA required maximum ramp and sidewalk grades are not exceeded both when marking the required saw cut removal limits and when setting the concrete forms, prior to pouring any curb ramp locations. **It shall be the Contractor's responsibility to supervise and utilize the proper experienced personnel to ensure that the proper saw cut limits are established for all curb ramp locations.** The City shall not be responsible to direct the Contractor's crews or otherwise serve in this management capacity. The City shall be present to verify the concrete forms, prior to pouring any PCC construction improvements.

The Contractor shall verify with a "smart level", string line and/or water testing that positive drainage is maintained. The City shall be present to verify the concrete forms, prior to pouring any concrete construction improvements.

Adjacent asphalt and base removal and replacement with full depth AC base course, associated with the curb and gutter reconstruction, shall be a minimum depth of 6-inches and a minimum width of 18-inches and shall conform to the requirements established elsewhere in these Special Provisions.

Note that existing traffic signal and interconnect conduits may be located at shallow depths under the existing PCC sidewalks at signalized intersections. The Contractor shall use extreme caution when removing existing PCC curb and gutter. The Contractor shall notify USA Dig Alert to identify existing utilities within the Project limits.

The sidewalk and curb ramp work shall include all related adjustments of pull boxes, pull box covers and protection of traffic signal poles and signs that fall within the proposed PCC ramp and sidewalk construction limits, unless otherwise called for on the plans. Since the adjustment of pull boxes and pull box covers may require lowering the pull box and pull box cover, said work shall also be considered to include the adjustment of conduit sweeps and conductors if they are found to encroach high enough into the new ramp finished surface plane. It is the Contractor's responsibility to review in the field in advance all existing pullboxes, which fall within the proposed

PCC ramp construction limits, to confirm whether the existing conduit sweeps and conductors will encroach into the proposed finished surface when the pullboxes are adjusted to grade and to bid accordingly.

The contractor shall schedule his operations in such a manner that the duration of time between demolition of curb and gutter, sidewalk and/or curb ramps and concrete placement shall not exceed 72 hours, which includes weekends. Sidewalk and curb ramps shall be opened to pedestrian access on the day following the concrete placement. In addition, all forms shall be removed, irrigation systems shall be repaired, and backfilled placed within 72 hours following concrete placement at each of the curb and gutter reconstruction locations. Section 6-9.1 of these specifications will apply for failure to adhere to these time limits.

Concrete curb ramp construction shall include a 3-foot deep by 4-foot wide rectangular truncated dome mat and 12" wide grooving layout per the latest Caltrans Standard Plan No. A88A and A88B. The truncated dome mat shall be yellow in color.

A single panel cast-in-place truncated dome mat, constructed of Vitrified Polymer Composite (VPC) by Armor-Tile (800) 682-2525, www.armor-tile.com or approved equal, shall be required on all new curb ramps.

The truncated dome mat shall be installed across the entire width of the bottom of the curb ramp (typically 4-foot by 3-foot) and shall be installed per the manufacturer's installation recommendations, and as directed by the Engineer.

At a minimum the Contractor shall adhere to the truncated dome mat manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area.

Where retaining curbs are required at the back of curb ramp / sidewalk to make up for a difference in elevation between the existing grade and proposed curb ramp / sidewalk grade, the construction of said retaining curb shall be considered as part of the curb ramp / sidewalk work.

All work necessary to construct the improvements shall be confined to City right-of-way. All excavation and forms necessary to construct the improvements shall not disrupt private property. In cases where improvements on private property need to be removed, prior approval from the Engineer or designee shall be obtained, and said improvements shall be replaced to its original condition to the satisfaction of the Engineer or designee. **The contractor shall enter into a temporary agreement with the property owner to allow access for construction on private property. Such agreement shall be provided to the City immediately after signatures are obtained. Costs, if any, for obtaining authorization shall be deemed as included in all other items of work and no additional compensation will be allowed**

Contractor shall ensure that the protection of all existing facilities, structures, and improvements on public and/or private property are maintained throughout the entire Project duration, including, but not limited to, the following: walls, driveways, decorative/colored concrete, stamped concrete, fencing, catch basins, curb and gutter, striping, signs, fire hydrants, landscaping, irrigation, concrete, and asphalt. Any damage to existing public and/or private facilities, structures, utilities, traffic signal loops, and improvements shall be repaired to the satisfaction of the Engineer by the Contractor at no cost to the City.

For the purpose of forming the new curbs and gutters, curb ramp, and cross gutter, a minimum of one-foot wide strip of asphalt concrete pavement shall be removed adjacent to the new curb and

gutter, ramp, or cross gutter. The strip shall be replaced with a 12" full depth asphalt concrete as directed by the Engineer.

For the purpose of transitioning the new curbs and gutters, curb ramp, and cross gutter, a pavement transition may be required. The limits of removal shall be determined by the engineer. The pavement transition shall be replaced with a 12" full depth asphalt concrete as directed by the Engineer.

No open trench (forming strip or pavement digout) shall be left unattended at any time. All trenches shall be backfilled and paved or covered with steel traffic plates at the end of each working day.

In addition to concrete curb and gutter construction that is related to the concrete curb ramp construction; Concrete curb and gutter that is constructed in conjunction with the new curb ramps shall not be constructed monolithic with the adjacent curb ramp or sidewalk.

303-5.5 Finishing.

303-5.5.4 Gutter. [Add the following to this section]:

When the gutter is constructed, it shall be water tested. If any portion of the newly constructed gutter is shown to pond water, that portion, including curb if applicable, shall be removed, reconstructed and retested by the Contractor at no additional cost to the City. The exact limits of removal will be determined based on a survey conducted by City forces, unless otherwise directed by the Engineer.

303-5.9 Measurement and Payment. [Add the following to this Section]:

Payment for the **Remove & Replace Existing Curb Ramp** bid item shall be included in the Contract unit price per **EACH** bid item as indicated in the bid schedule. The unit price shall include full compensation for all colored and non-colored concrete, spandrel repair, curb and gutter, cast in-place detectable warning surface (truncated domes), saw cutting, existing concrete and asphalt concrete removal and disposal, all related root pruning if any, all related forming, sub-grade preparation, all related adjacent sprinkler system modifications and adjustments, all replacement asphalt concrete pavement as required to provide room for concrete forms, protection of existing parkway drain pipe that outlet through the existing curb face if any, adjustment of all pull boxes (including the adjustment of conduit sweeps and conductors when conflicting) and adjustment of other utility covers to the new grades, cross walk restriping, protecting existing improvements within and adjacent to the work, furnishing all labor, materials, tools, equipment and incidentals and for completing all work involved as specified herein, and as shown on the Project Plans and referenced standard plans. All existing traffic signal loops to be protected in place. Any loops damaged during construction will be replaced within 24 hours by the contractor and no additional compensation will be allowed.

Payment for concrete sidewalk, which is related to the concrete curb ramp construction, within the curb ramp and curb return areas, shall be included in the Contract unit price per Remove & Replace Existing Curb Ramp per Caltrans Standard Plan No. A88A bid item as indicated in the bid schedule. Any concrete sidewalk removal required to construct new curb ramps per ADA required maximum curb ramp and sidewalk grades shall be included as part of the work for the curb ramp bid item. Full compensation for this shall include but not be limited to, furnishing all labor, materials, tools, and equipment necessary for doing all work.

Retaining concrete curbs, which are required at the back of concrete curb ramps and sidewalks shall be paid for as part in the Contract unit price per Remove & Replace Existing Curb Ramp per Caltrans Standard Plan No. A88A bid item as indicated in the bid schedule and no additional compensation will be allowed.

Payment for asphalt concrete for forming or transitioning improvements shall be included in the Contract unit price per each Remove & Replace Existing Curb Ramp per Caltrans Standard Plan No. A88A bid item for as indicated in the bid schedule. Full compensation for this item shall include but not be limited to furnishing all labor, materials, tools and equipment necessary for doing all the work.

Adjacent asphalt concrete/aggregate base removal and replacement full depth asphalt concrete base course, associated with all concrete reconstruction work shall be included in the Contract unit price per Remove & Replace Existing Curb Ramp per Caltrans Standard Plan No. A88A bid item as indicated in the bid schedule and no additional compensation will be allowed.

Payment for **Remove and Construct 4" PCC Sidewalk** bid item shall be included in the Contract unit price per **SQUARE FEET** as indicated in the bid schedule. The unit price shall include full compensation for all related root shaving/grinding if any, all related forming, sub-grade preparation, all related adjacent sprinkler system modifications and adjustments, all replacement AC pavement as required to provide room for concrete forms, protection of existing parkway drain pipe that outlet through the existing curb face if any, adjustment of all pull boxes (including the adjustment of conduit sweeps and conductors when conflicting) and adjustment of other utility covers to the new grades, removal and disposal of any existing asphalt ramps between sidewalk panel joints, protecting existing public and/or private improvements within and adjacent to the work, replacing any landscaping and/or irrigation in kind that is damaged during construction activities, and furnishing all labor, materials, tools, equipment and incidentals for completing all work involved as specified herein, and as shown on the Project plans and referenced standard plans.

Payment for **Remove and Construct Sidewalk** shall be made at the Contract price bid per **SQUARE FOOT** for Remove and Construct Sidewalk and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals; and for doing the work involved to construct the sidewalk complete in place, including saw cut to acceptable limits, removal and disposal of concrete and subgrade removed within the saw cut limits, making grade, and necessary traffic control as specified in these Special Provisions and as directed by the Engineer, and no additional compensation will be allowed therefor.

Payment for **Remove and Construct Curb & Gutter** shall be made at the Contract price bid per **LINEAR FOOT** for Remove and Construct Curb & Gutter and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals; and for doing the work involved to construct the curb and gutter complete in place, including saw cut to acceptable limits, removal and disposal of concrete and subgrade removed within the saw cut limits, making grade, and necessary traffic control as specified in these Special Provisions and as directed by the Engineer, and no additional compensation will be allowed therefor.

303-9 SACK AND PATCH OF EXISTING CONCRETE CURB. [Add the following:]

The work done under this section is for the restoration of existing curb. All work incidental to performance of the work shall conform to Section 303-5 and the following specifications and instructions below:

Sack and Patch Procedure

Filling Large Voids:

Remove all cracked and crumbling areas using the point of a heavy-duty trowel or using a sledge and cold chisel to break away any thin or loose edges, squaring off the edges. Use a wire brush to remove any crumbling materials. Then sweep away and collect, or vacuum all dirt and debris down to a solid base. Create temporary forms as necessary for the face of the curb. Wet the areas to be patched with water. Mix rapid-set cement according to manufacturer's instructions. Apply the mix with a trowel, using heavy trowel pressure. Overfill slightly and then trowel smooth to match the surrounding concrete. Remove formwork and trowel face and top of curb smooth. Sponge over the cement to smooth finish faces and tops. Allow cement mix to dry.

Filling Pits and Small Voids:

Use a wire brush to remove any loose materials. Then sweep away and collect, or vacuum all dirt and debris down to a solid base. Make a mortar consisting of one-part cement and two-parts, by volume, of sand passing a No. 16 screen plus enough water such that the consistency of the mortar will be that of thick cream. Wet curb with water using a sprayer. Apply the mortar thoroughly over the area by rubbing in with clean burlap or a sponge rubber float so that it fills all pits. While the mortar is still plastic, rub the surface over with a drier mix of the same material. This removes all excess plastic material and places enough dry material in the pits to stiffen and solidify the mortar. The filings should then be flush with the surface. No material should remain on the surface above the pits. Allow to cure. As necessary for color-uniformity or finished texture, prepare a paint-like cement mixture consisting of cement and water and apply with a sponge or brush to the curb top and face. It may be necessary to blend the cement with white cement to obtain a color matching that of the surrounding concrete surface.

SECTION 309 – MONUMENTS**309-1 Description.** [Add the following to this section]:

All work shall be performed by a California licensed land surveyor or civil engineer qualified to perform survey work. The work shall consist of searching and locating existing centerline survey monuments; tie existing locations; coordinate removal with City Engineer; reset monuments upon completion of construction; prepare 8 ½" by 11" size tie sheets showing location of monuments and ties; and file with City Engineer.

Monuments to be reset shall include all those found along centerline of streets within the Project boundary, all lot corner monuments disturbed by the construction shall be identified and protected or reset as necessary.

309-4 Payment. [Add the following to this section]:

The cost of all work described above and also including all costs of materials, labor, tools, equipment, and incidentals, and for doing all the work involved, complete in place, shall be included in the Contract **LUMP SUM** unit price bid for **Surveying and Monument Restoration**, and no additional compensation shall be allowed.

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS**314-4.3 Painted Traffic Striping and Curb and Pavement Markings**

Section 210 and Section 314 of the Standard Specifications for Public Works Construction are hereby replaced with the following:

Removal and replacement of existing Traffic Striping, Pavement Markings, Signing, Delineators and Pavement Markers shall conform to the provisions in Section 82, "Signs and Markers", Section 82-9, "Roadside Signs", Section 84-2, "Traffic Stripes and Pavement Markings", and Section 81-3, "Pavement Markers", of the State of California, Department of Transportation's Standard Specifications, latest edition and the State of California, Department of Transportation's Standard Plans, latest edition (hereinafter referred to as the State Standard Specifications and the State Standard Plans, respectively), where applicable and these Special Provisions.

Roadside Signs

Roadside signs shall be installed at the locations shown on the plans or as directed by the ENGINEER, and shall conform to the provision in Section 82-9 "Roadside Signs," of the State Standard Specifications and these Special Provisions.

New signs shall be installed as indicated on the plans, on either existing street light standards or on new perforated steel tube posts with a break-away base, "Telespar" or equal, per Orange County Public Works Department Standard Plan No. 1417.

Payment for installation of traffic roadside signs and posts shall be considered as included in the Contract unit price bid per **EACH** for the **Public Improvement Project Sign**, and shall include full compensation for furnishing all labor, materials, tools and equipment for installing sign panels, and sign posts as shown on the plans, and as required in the Specifications.

Paint Traffic Stripes and Pavement Markings.

Painting traffic stripes (traffic lanes) and pavement markings shall conform to the provisions in Section 84-1, "General," and 84-2, "Painted Traffic Stripes and Pavement Markings," of the State Standard Specifications and these Special Provisions.

The CONTRACTOR shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the ENGINEER.

The CONTRACTOR shall perform all layout, alignment, and spotting for traffic stripes and markings. Traffic striping shall not vary by more than ½ inch in 50 feet from the alignment shown on the plans. The dimensional details of the stripes and markings shall conform to the provisions set forth in the latest California Manual on Uniform Traffic Control Devices (CA MUTCD) and State Standard Plans available from Caltrans.

Spotting with cat tracks or dribble lines shall be performed prior to the removal of existing stripes. Cat tracks shall consist of spots of paint not more than 3 inches in width and not more than 5 feet apart along the alignment of the stripe. Paint for the cat tracks shall be the same as that for the intended stripe. Paint for the dribble lines shall be neutral color obtained by mixing approximately two parts white paint with one part black paint.

SPOTTING - Spotting shall be completed prior to the removal of any existing stripes or markings. Existing stripes and markings shall be removed prior to painting new ones, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

No striping or painting work shall start until the ENGINEER has specifically approved the spotted markings. Existing striping and markings, if any, shall be removed prior to painting new, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over the weekends or holidays.

MATERIALS - Materials shall conform to the provisions in Section 84 - "Materials," of the State Standard Specifications and these Special Provisions. All traffic striping and pavement markings shall be two coats of paint with glass beads unless otherwise approved by the City Engineer. A minimum of 7 days and a maximum of 14 days shall elapse between application of the first and second coats of paint.

The paint for traffic striping and markings shall be as follows:

- High Performance Water Borne, Rapid Dry, White - PERVO Paint Co. #6000, or approved equal.
- High Performance Water Borne, Rapid Dry, Black - PERVO Paint Co. #6002, or approved equal.
- High Performance Water Borne, Rapid Dry, Yellow - PERVO Paint Co #6001, or approved equal.

All lines, legends, crosswalks, limit lines, and shapes shall be paint.

The paint for concrete curbs shall be the following, or an approved equal:

1. PERVO Paint Co. #6004 Red

All paint shall meet SCAQMD Rule 1113.

Glass beads shall conform to State Specification 8010-004.

All pavement markings shall match City stencils.

Measurement and Payment

Payment for Traffic Striping, Markers, and Markings shall be considered as included in the **LUMP SUM** bid for **Signing and Striping** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in traffic stripes, and pavement markings, including establishing alignment for stripe and layout work as shown on the plans and as required in the Specifications. Payment shall be made at the Contract lump sum price bid and shall include full compensation for all costs incurred by the Contractor for doing all the work involved as specified herein.

PART 4 EXISTING IMPROVEMENTS

SECTION 400 PROTECTION AND RESTORATION

400-2 PERMANENT SURVEY MARKERS [Replace section in its entirety with the following:]

The Contractor will be required to contract for the services of a Land Surveyor or Civil Engineer authorized to perform surveying services licensed in the State of California to perform the following services:

Establish the location of all monuments that are presently visible that will be disturbed as a result of the street resurfacing and reestablish said monuments at the completion of the project. The Surveyor will be required to tie out all existing monuments (only visible monuments will be required to be reset) that will be disturbed in conformance with all applicable state laws prior to the resurfacing operations.

The Surveyor shall prepare and furnish to the City Engineer, prior to any surfacing, a plan or sketch showing the locations of the monuments found and proposed to be preserved. The project may be subdivided into areas that may be submitted individually to allow the Surveyor to stay in front of the Contractor's operations and not impede the Contractor's progress. Upon completion of the resurfacing, the Surveyor shall reestablish all disturbed monuments in conformance with all applicable state laws.

The Licensed Land Surveyor shall file corner record(s) as required by Sections 8772 and 8773, et seq., of the California Business and Professions Code. Corner Records shall be prepared on the form required and in compliance with BPELSG Rule 464 for each monument being preserved. More than one preserved monument may be shown on a Corner Record, if desired by the responsible surveyor. In lieu of the Corner Records, a Record of Survey may be prepared showing all monuments and tie/reference points involved in this project.

All records, either Corner Records or Record of Survey, will be forwarded for checking and recordation to the County of Orange. At the same time these are forwarded to the County, a digital copy of same in Adobe PDF format shall be delivered to the City Engineer. No records will be finally filed/recorded at the County until approved as to form and content by the City Engineer.

For each monument reset, a Corner Record, or Record of Survey, in compliance with state laws and Board Rules shall be prepared and forwarded to the County of Orange for review and filing. At the same time, and every time, the records are submitted to the County, they shall also be transmitted to the City Engineer in digital format for his review and approval. The final filing or recordation shall not be made until the City Engineer indicates his approval. Final payment of the Contract Retention for the project will not be made until all monuments have been reset to the satisfaction of the City, all records have been processed through the County of Orange, and approved and filed in the case of Corner Records, or approved and recorded in the case of a Record of Survey. The City reserves the right to have the monuments and documentation inspected by the City Surveyor for compliance with all State Law, The Subdivision Map Act, and the Professional Land Surveyor's Act. Digital copies in PDF format of all the filed/recorded documents shall be furnished to the City Engineer.

Payment for Reset Visible Survey Monuments to Grade shall be included in the various items of work and includes compensation for all items described in these specifications and any items

necessary to comply with all State Law and requirements of the Orange County Surveyor, and no additional compensation will be provided therefor.

400-3 PAYMENT [Delete last sentence and replace with the following:]

The cost of all work described in 400-2 and also including all costs of materials, labor, tools, equipment, and incidentals, and for doing all the work involved, complete in place, shall be included in the Contract **LUMP SUM** unit price bid for **Surveying and Monument Restoration**, and no additional compensation shall be allowed.

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.

402-8 SCHEDULE AND TOLERANCE OF UTILITY ADJUSTMENT [Add the following section]:

Sewer and storm drain manhole frames and covers shall be raised to the finished grade by the Contractor within 48 hours of final paving. The Contractor shall raise the tops of all frames and covers to range from flush to 1/4" above the finished grade of the immediately adjacent pavement. All manhole frames and covers adjusted to grade by Contractor shall be cleaned per Section 403. Section 6-9.1 of these specifications will apply for failure to adhere to these time limits.

402-9 WATER VALVE ADJUSTMENT AND RECONSTRUCTION [Add the following section]:

Existing valve covers shall be adjusted to grade by the Contractor, to the satisfaction of the Moulton Niguel Water District or the El Toro Water District or City of Laguna Hills, as appropriate. All valves shall be individually raised, unless requested in writing by the Contractor forty-eight (48) hours prior to beginning of work and approved by the City.

All valves needing adjustment shall have the existing riser and cover as well as the entire concrete ring removed. A new riser and cover if deemed necessary shall be set and a new concrete ring placed. Work on valves shall be done in accordance with SMWD Standard Plan W9.

Water valves shall be protected in a place and masked off and shall be accessible at all times during construction.

All valves needing adjustment shall have the existing riser and cover as well as the entire concrete ring removed. A new riser and cover if deemed necessary shall be set and a new concrete ring placed. Work on valves shall be done in accordance with SMWD Standard Plan W9.

The Contractor shall notify in writing the **MOULTON NIGUEL WATER DISTRICT or the EL TORO WATER DISTRICT** forty-eight (48) hours prior to beginning of work. With copies of the notification to the City.

402-9.1 Measurement and Payment [Add the following section]:

Payment for **Adjust Water Valve to Grade** shall be paid at the Contract unit price bid for **EACH**. Full compensation for this item shall include but not be limited to furnishing all labor, materials, tools, and equipment necessary for doing all the work, including adjusting water valve box and covers to cold mill grade and readjustment to finish grade, compaction, and all appurtenant work as specified.

SECTION 403 – MANHOLE ADJUSTMENT AND RECONSTRUCTION

403-2 MANHOLES IN CONCRETE PAVEMENT. [Add the following to this section]:

Vaults with their top slab on grade shall be protected in place.

403-3.1 Manholes (and Other Structures). [Add the following section]:

Sewer manholes shall be adjusted to grade per Section 403-3.2. Storm drain manholes shall be adjusted to grade per Section 403-3.3 subject to the requirements of the Moulton Niguel Water District or the El Toro Water District or City of Laguna Hills, as appropriate. Sewer and storm drain manhole frames and covers shall be raised to the finished grade by the Contractor within 48 hours of final paving. The Contractor shall raise the tops of all frames and covers to range from flush to 1/4" above the finished grade of the immediately adjacent pavement. All manhole frames and covers adjusted to grade by Contractor shall be cleaned. Section 6-9.1 of these specifications will apply for failure to adhere to these time limits.

Any surfaces utilities encountered that are not storm drain, sewer, or water shall be adjusted by the utility owners. If an adjustment is necessary, the Contractor shall notify utility owner at least forty-eight (48) hours prior in advance, of the need to commence work required prior to paving operations and again for work required after paving operations.

403-3.2 Adjustment of Sewer Manholes. [Add the following section]:

Adjustments to grade of sewer manholes shall conform to the provisions of the Standard Plans of the Moulton Niguel Water District or the El Toro Water District or City of Laguna Hills, as appropriate, and these Special Provisions. Manholes shall not be inaccessible for more than 5 working days.

Prior to the start of work all manhole lids need to be masked off and covered. A false bottom system as described below shall be in place in all impacted manholes to assist the contractor with the collection and removal of all debris resulting from their work as required per Greenbook Section 301-1.6.

The manholes to be adjusted shall have all existing mortar as well as the entire concrete frame/ring removed, a new ring or rings (however many may be necessary) set and 1/2-inch of new cement mortar and a new concrete frame placed. The joint between the new ring or rings and the existing manhole shall have an acceptable sealant applied on the inside to protect the integrity of the existing manhole liner from seepage. All work on manholes shall be done in accordance with SMWD Standard Plan S1 and per District design criteria. The pavement shall be replaced with an asphalt concrete structural section equivalent to that existing in adjacent areas.

The method of adjusting existing manholes in areas of new construction or reconstruction shall be as follows:

- (1) Manhole frames and covers and manhole shafts shall be removed to a depth of six inches below subgrade and covered with an adequate steel cover.
- (2) Upon completion of roadway construction, circular holes, no larger than 1' greater than the manhole, shall be cut where the manhole exists.
- (3) The manholes shall then be raised to the proper grade, the manhole frames and covers replaced, and the pavement shall be replaced with an asphalt concrete structural section equivalent to that existing in adjacent areas.

If the manhole cover is unstable or noisy under traffic, said conditions shall be corrected by placing a coil of asphalt saturated rope, a plastic type washer or asphaltic compounds, as approved by the Engineer, on the cover seat.

For the false bottom system for sewer manhole frame adjustments, the Contractor shall exercise care so that surface materials such as rocks, dirt, and debris do not enter sewer lines. In order to prevent contamination, the Contractor shall be required to provide a $\frac{3}{4}$ -inch thick plywood platform to be placed on the concrete shelf at the bottom of the manhole. The shape of this platform shall conform to the circumference of the inside wall at the shelf elevation. Contractor shall arrange for Engineer to inspect inside of all sewer manholes after plywood shelves have been installed, prior to any work being done, including cold milling of street. After the manhole has been adjusted, the material accumulated on the plywood shelf, and plywood shelf shall be removed from the manhole in the presence of the Engineer, and disposed of in accordance with Section 300-1.2.1, "Removal and Disposal of Materials," of the Standard Specifications. In addition, prior to removal of the inserts, the Contractor shall contact the Engineer to verify that all debris has been removed from the sewer system.

403-3.3 Adjustment of Storm Drain Manholes. [Add the following section]:

Adjustments to grade of storm drain manholes shall conform to the provisions of the Standard Plans of Public Works Construction and these Special Provisions.

The method of adjusting existing manholes in areas of new construction or reconstruction shall be as follows:

- (1) Manhole frames and covers and manhole shafts shall be removed to a depth of six inches below subgrade and covered with an adequate steel cover.
- (2) Upon completion of roadway construction, circular holes, no larger than 1' greater than the manhole, shall be cut where the manhole exists.
- (3) The manholes shall then be raised to the proper grade, the manhole frames and covers replaced, and the pavement shall be replaced with an asphalt concrete structural section equivalent to that existing in adjacent areas.

If the manhole cover is unstable or noisy under traffic, said conditions shall be corrected by placing a coil of asphalt saturated rope, a plastic type washer or asphaltic compounds, as approved by the Engineer, on the cover seat.

403-3.4 Measurement and Payment [Add the following section]:

Payment for **Adjust Sewer Manhole to Grade** shall be paid at the Contract unit price bid for **EACH**. Full compensation for this item shall include but not be limited to furnishing all labor, materials, tools, and equipment necessary for doing all the work, including adjusting sewer manhole frame and covers to cold mill grade and readjustment to finish grade, compaction, and all appurtenant work as specified.

Payment for **Adjust Storm Drain Manhole to Grade** shall be paid at the Contract unit price bid for **EACH**. Full compensation for this item shall include but not be limited to furnishing all labor, materials, tools, and equipment necessary for doing all the work, including adjusting storm drain manhole frame and covers to cold mill grade and readjustment to finish grade, compaction, and all appurtenant work as specified.

SECTION 404 – COLD MILLING.

404-1 GENERAL. [Add the following to this section]:

Cold milling will not be considered complete until all loosened material is removed from the Project site.

The contractor shall schedule his operations in such a manner that the duration of time between cold milling and asphalt placement shall not exceed 48 hours, which includes weekends. Section 6-9.1 of these special provisions will apply for failure to adhere to these time limits.

Cold milled streets shall be approved by the Engineer as completed for cold milling prior to paving. Sweepers used for cold mill sweeping shall not enter on streets approved as completed for cold milling.

404-2 MILLING MACHINE. [Add the following to this section]:

The Contractor shall furnish a self-propelled machine especially designed and built for grinding flexible and rigid pavements to the depth shown on the plans in one pass. The machine shall be equipped with standard automatic depth controls and must maintain a constant cutting depth and width without tearing or gouging the underlying surface and blade material into a windrow. The machine shall consist of 60" minimum width cutting drum with carbide tip teeth. Drum lacing patterns shall permit a grooved or smooth surface finish as selected by the Engineer and the drum shall be totally enclosed in a shroud to prevent discharge of any loosened material into adjacent work areas. The machine shall be capable of operating at speeds from 5 to 50 feet per minute and designed so that the operator can observe the work without leaving his control area. It shall be adjustable as to crown and depth by tilting the drum axis and shall have a guidance system furnished to assist operator to control grade and match adjacent pavements or cuts. The equipment shall be demonstrated to have been operated on similar work completed prior to the award of this contract.

404-2.5 Method. [Add this section]:

The operator shall furnish the milling machine operated by experienced workmen. The surface tolerance produced shall be such that a 10 feet straight edge laid laterally will indicate variances of less than 3/8" (except in crown area) and a 10 feet straight edge laid longitudinally will indicate variances of less than 3/16".

At the end of each day's paving, all vertical transverse construction joints shall be filled with cold mix asphalt concrete for a minimum horizontal distance, in direction of traffic, of 5 feet or as necessary to insure the surface grade changes do not exceed 3%. The intent is to provide a smooth transition for vehicular traffic. This transition shall be properly and continuously maintained until the final asphalt concrete course is placed. Temporary A.C. wedges will then be removed no sooner than 24 hours prior to paving. The temporary pavement shall be absorbed into the unit costs for cold milling and no additional compensation will be allowed.

It is Contractor's responsibility to construct the A.C. surface course within two (2) days after the cold milling work is complete.

404-7 WORK SITE MAINTENANCE. [Add the following]:

Residue from grinding shall not be permitted to flow or travel into gutters, onto adjacent street surfaces or parkways. All residues shall be completely removed by a vacuum sweeper and properly disposed. Sweeping is to take place immediately after the grinding has been completed and as directed by the Engineer. No washing of any residue into gutters and/or drainage

structures shall be allowed. The Contractor shall cover and protect all storm drain inlets prior to the start of cold milling operations.

404-8 DISPOSAL OF MILLINGS. [Add the following]:

No washing of any residue into gutters and/or drainage structures shall be allowed. The Contractor shall be required to place water permeable fabric secured by gravel bags across the openings of all catch basin openings prior to beginning the milling operations and conform to other related water quality procedures / requirements as detailed in the **Water Pollution Control Plan (WPCP) Template in Appendix "A"**.

Aggregate material loosened as part of the milling operation shall become the property of the Contractor and shall be disposed of offsite in accordance with Section 300-2.6 of the Standard Specifications.

404-10 Pavement Transitions. [Add the following]:

The Contractor shall provide access and detours at all times for pedestrian facilities and bike lanes when cold milling. Temporary asphalt concrete shall be placed and maintained at the interface between milled and non-milled areas to eliminate the hazard caused by sudden elevation differences, especially in pedestrian path of travel areas adjacent to wheelchair ramps, and shall be removed prior to placement of surface course pavement.

404-11 Payment. [Add the following]:

Payment for Cold Milling shall be considered included in the Contract unit price bid per **SQUARE FOOT** of various depths, and shall include full compensation for all labor, materials, tools, and equipment for doing all work involved in Cold Milling, including but not limited to, removal and disposal/recycle of excess material at a suitable site.

PART 7 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

700-5.8.2 Inductive Loop Detectors [Add the following to this Section]:

Traffic signal equipment for loop detector installation and push button assemblies shall conform to Subsection 86-1.02 “Materials” of the Caltrans Standard Specifications. Loop detectors shall be installed per the detail in the plans. Installation of the push button assemblies shall be per Caltrans Standard Plan ES-5C.

701 CONSTRUCTION.

SECTION 701.11 – PULL BOXES

701-11.1 General. [Add the following to this section]:

Existing and damaged pull boxes and covers shall be replaced in-kind (type and size per Standard Plans) as seen in the field. Any discrepancy shall be brought to the attention of the City Engineer for final approval.

701-11.3 Payment. [Add the following to this section]:

Payment for the **Replace Existing Pull Boxes and Covers** bid item shall be included in the Contract unit price per **EACH** bid item as indicated in the bid schedule. The unit price shall include full compensation for cast in-place pull boxes, saw cutting, existing concrete removal and disposal, all related root pruning if any, all related forming, sub-grade preparation, all related adjacent sprinkler system modifications and adjustments, all replacement asphalt concrete pavement as required to provide room for concrete forms, protection of existing parkway drain pipe that outlet through the existing curb face if any, adjustment of all pull boxes (including the adjustment of conduit sweeps and conductors when conflicting) and adjustment of other utility covers to the new grades, protecting existing improvements within and adjacent to the work, furnishing all labor, materials, tools, equipment and incidentals and for completing all work involved as specified herein, and as shown on the Project Plans and referenced standard plans.

701-17.6 Detectors.

701-17.6.1 General. [Add the following to this Section]:

As part of the preparation work for traffic signal loop installations, prior to performing any adjacent cold milling, pavement removal or other damaging operations, the Contractor shall disconnect the existing lead-in line and note the existing loop connection configurations. No additional compensation will be allowed for the labor required to ensure the proper re-connection of the detector loops. Upon completion of the traffic detector loop installations the first inspection by the City shall be provided at no cost to the Contractor. Should a second inspection be required due to workmanship of the Contractor, then the cost of re-inspection shall be at the Contractor's expense. If the Contractor damages any of the traffic loops, the Contractor must notify the City immediately and make necessary repairs within 3 working days of incident.

If the existing traffic signal conduit is found to be shallow (within the digout excavation areas) the Contractor shall be required to adjust the conduit depth as directed by the City. Any shallow traffic signal conduit that is encountered within the pavement “dig out” areas shall be lowered on a time and materials basis. The subcontractor utilized by the Contractor for this work shall be subject to advanced approval of the City.

Detectors shall conform to the Standard Specifications and these Special Provisions:

- If any one loop is damaged the entire affected grouping of loops shall also be replaced.
- Vehicle Detectors shall be of the inductive loop type.
- All home run detection wires shall be located ahead of the loops.
- Twisting of loop runs is required.
- Presence loops shall be spaced 10' apart, wired in a series format and set at edge of the lead cross walk stripe or limit line.
- Loop wire shall be Type 2.
- Loop detector lead-in cable shall be 2 # 16 cable, with white and black insulation.
- Advanced loops shall be Type "E", 6' diameter, with one pair of DLCs per lane with one channel per advance loop. Four turns shall be provided in each loop where the DLC is less than 500 feet; otherwise five turns shall be required.
- Four, Type "E", 6' diameter loops shall be used in all left turn pockets, with two pair of DLCs. If only one pair of DLC presently exists the Contractor shall still install two pair of DLCs and splice them to the single DLC until such time that they can be upgraded in the future per a separate project.
- PVC conduit per Standard Plan ES-5E, Curb Termination Detail.
- All loops shall have a minimum of 2 – 1/8" clearance of sealer above loop wires (maximum 6" clearance).
- Sealant for inductive loops shall be hot rubberized asphalt sealant conforming to the provisions as specified in Section 86-1.02 of the State Standard Specifications

The Contractor shall obtain approval of exact loop locations prior to final placement. The preliminary striping layout shall be performed prior to loop detector layout and loops shall be centered in the traveled portion of the lane.

Prior to Project acceptance all loops shall be meggered from the controller cabinet to verify continuity of all splices as well as inductance of loops. Continuity tests shall be witnessed by the Owner's Representative.

The contractor shall test the detector with a motor driven cycle, as defined in the California Vehicle Code, which is licensed for street use by the Department of Motor Vehicle of the State of California. The unladen weight of the vehicle shall not exceed 220 pounds and the engine displacement shall not exceed 100 cubic centimeters. Special features, components or vehicles designed to activate the detectors will not be permitted. The Contractor shall provide an operator who shall drive the motor-driven cycle through the response or detection area of the detector at not less than 7 miles per hour. The detector shall provide an indication in response to this test.

307-17.7.7 Payment.

Payment for **Install Detector Loops** shall be per the Contract unit price bid per **EACH** and shall be considered full compensation for the furnishing of all labor, equipment, materials and for performing all of the work shown on the Plans and/or specified herein, as depicted on the plans and in the Bid Schedule of these Specifications.

Appendix A – Water Pollution Control Plan Template



WATER POLLUTION CONTROL PROGRAM (WPCP)

for

START HERE...CLICK HERE TO INSERT PROJECT NAME-THEN TAB TO NEXT FIELD

LAGUNA HILLS Contract Number:

INSERT LAGUNA HILLS CONTRACT NUMBER-THEN TAB TO NEXT FIELD.

Prepared for:

Insert Name of Lead Agency-then TAB.

Insert Address 1 and press ENTER to insert Address 2 or TAB to next field.

Insert City, State, ZIP-then TAB.

Insert Resident Engineer's Name-then TAB.

Insert Resident Engineer's Telephone Number-then TAB.

Submitted by:

Insert Contractor's Company Name-then TAB.

Insert Address 1 and press ENTER for Address 2 or TAB to next field.-then TAB.

Insert City, State, ZIP-then TAB.

Insert Telephone-then TAB.

Insert Owner/Representative's Name-then TAB.

Project Site Address

Insert job site address, if any-then TAB.

Insert job site telephone number, if any-then TAB.

Contractor's Water Pollution Control Manager

Insert WPCM's Name-then TAB.

Insert Telephone Number(s)-then TAB.

Contractor's Designated Water Pollution Control Inspector (if different from WPCM)

Insert Inspectors Name-then TAB.

Insert Telephone Number(s)-then TAB.

WPCP Prepared by:

Insert Company Name-then TAB.

Insert Address 1 and press ENTER to insert Address 2 or TAB to next field.

Insert City, State, ZIP-then TAB.

Insert Telephone-then TAB.

Insert Name and Title of Preparer-then TAB.

WPCP Preparation Date

Insert Date

Water Pollution Control Program (WPCP)
START HERE...CLICK HERE TO INSERT PROJECT NAME-THEN TAB TO NEXT FIELD
Contract No. INSERT LAGUNA HILLS CONTRACT NUMBER-THEN TAB TO NEXT FIELD.

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WPCP Attachments

Attachment A	Water Pollution Control Drawings
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Attachment C	Stormwater Quality Construction Site Inspection Checklist
Attachment D	Amendments
Attachment E	Notice of Discharge
Attachment F	Discharge Reporting Log
Attachment G	Trained Contractor Personnel Log
INSERT ADDITIONAL ATTACHMENT REFERENCES OR DELETE THIS LINE	

Section 10

WPCP Certification and Approval

10.1 Contractor's Certification and Approval by the Resident Engineer

INSTRUCTIONS

- The contractor, authorized and required by the Special Provisions to prepare and implement the WPCP, shall provide and sign the following certification:

REQUIRED TEXT

CONTRACTOR'S CERTIFICATION OF WPCP

"I certify under a penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted, to the best of my knowledge and belief is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature

Date

Name and Title

Telephone Number

INSTRUCTIONS

- If LAGUNA HILLS is administering the project, then the LAGUNA HILLS Engineer, as the authorized representative of the Department shall provide and sign the following certification upon approval of the WPCP.
- If a Local Agency is administering the project, then both the Local Agency Resident Engineer and the LAGUNA HILLS Oversight Engineer shall provide and sign the following certification upon approval of the WPCP.

Is a Local Agency / Private Entity administering the project?

☐ Yes ☐ No

REQUIRED TEXT WHEN LAGUNA HILLS IS ADMINISTERING PROJECT

For Use by LAGUNA HILLS Only
LAGUNA HILLS RESIDENT ENGINEER'S APPROVAL OF WPCP

I, and/or personnel acting under my direction and supervision, have reviewed this WPCP and find that it meets the requirements set forth in the Special Provisions, the LAGUNA HILLS SWPPP and WPCP Preparation Manual, and the Standard Specifications Section 7-1.01G - Water Pollution.

LAGUNA HILLS Resident Engineer's
Signature

Date of WPCP Approval

LAGUNA HILLS Resident Engineer's Name
(printed)

LAGUNA HILLS Resident Engineer's Phone
Number

**REQUIRED TEXT WHEN LOCAL AGENCY / PRIVATE ENTITY IS
ADMINISTERING PROJECT**

For Use by Local Agency / Private Entity Only
LOCAL AGENCY / PRIVATE ENTITY RESIDENT ENGINEER'S APPROVAL OF WPCP

I, and/or personnel acting under my direction and supervision, have reviewed this WPCP and find that it meets the requirements set forth in the Special Provisions, the LAGUNA HILLS SWPPP and WPCP Preparation Manual, and the Standard Specifications Section 7-1.01G - Water Pollution.

Resident Engineer's Signature

Date of WPCP Approval

Resident Engineer's Name (printed)

Resident Engineer's Phone Number

For Use by LAGUNA HILLS Only
LAGUNA HILLS OVERSIGHT ENGINEER'S CONCURRENCE OF WPCP

I, and/or personnel acting under my direction and supervision, have reviewed this WPCP and concur with the Resident Engineer's findings that it meets the requirements set forth in the Special Provisions, the LAGUNA HILLS SWPPP and WPCP Preparation Manual, and the Standard Specifications Section 7-1.01G - Water Pollution.

LAGUNA HILLS Oversight Engineer's
Signature

Date of WPCP Concurrence

LAGUNA HILLS Oversight Engineer's Name

LAGUNA HILLS Oversight Engineer's Phone
Number

Section 20

Project Information

INSTRUCTIONS

- Provide narrative text addressing the following topics in a format that can be easily understood by a person who is not familiar with the project.
 - Introduction and Project Description:
 - ☐ Provide a brief description of the project.
 - ☐ Describe the type(s) of work that will be performed.
 - ☐ Provide a brief description of the project location, including descriptive items such as county, route, post mile, city, and street names.
 - ☐ Describe proximity to receiving waters to which the project will discharge, including surface waters, drainage channels, and drainage systems.
 - ☐ Identify drainage system owners (municipality or agency).
 - Unique Site Features:
 - ☐ Provide a brief description of any unique site features (water bodies, wetlands, environmentally sensitive area, endangered or protected species, etc.)
 - ☐ Describe significant or high-risk activities that may impact stormwater quality. Include any unique features or activities within or adjacent to water bodies (such as dredging, re-use of aerially deposited lead material, large excavations, or work within a water body).
 - Project Schedule: Provide a written or graphical project schedule. A graphical schedule in the form of an image file can be copied into the form field for the graphical schedule. Alternatively the graphical schedule can be manually included in the document. The schedule shall clearly show how the rainy season relates to soil-disturbing and re-stabilization activities. The schedule only needs to be detailed enough to show major activities sequenced with the implementation of construction site BMPs, including:
 - ☐ Project start and finish dates
 - ☐ Rainy season dates
 - ☐ Mobilization dates
 - ☐ Mass clearing and grubbing, roadside clearing dates
 - ☐ Major grading and excavation dates
 - ☐ Dates for special activities named in other permits, such as Fish and Game
 - ☐ Rainy season implementation schedule

- ☐ Deployment of temporary soil stabilization BMPs
 - ☐ Deployment of temporary sediment control BMPs
 - ☐ Deployment of non-stormwater BMPs
 - ☐ Deployment of waste management and materials pollution control BMPs
 - ☐ Paving, sawcutting, and any other pavement related operations
 - ☐ Planned stockpiling operations
 - ☐ Dates for other significant long-term operations or activities that may plan non-stormwater discharges such as dewatering, grinding, etc.
- Note: Projects located in the Lake Tahoe, Truckee River, East Fork Carson River, or West Fork Carson River Hydrologic Units, and projects above 5,000 ft in elevation in the portions of Mono County or Inyo County within the Lahontan RWQCB are not allowed to perform removal of vegetation nor disturbance of existing ground surface conditions between October 15 of each year and May 1 of the following year; except when there is an emergency situation that threatens the public health and safety, or when the project is granted a variance by the RWQCB Executive Officer.
- Pollutant Source Identification:
- Review the contract documents and associated environmental documents to determine the known site contaminants and list them in this section.

EXAMPLE

1. Introduction and Project Description

The project consists of sound wall construction, shoulder work, and PCC pavement removal and replacement along approximately 1300 feet of highway. The project is located on northbound I-5 in Stockton (San Joaquin County), north from W. March Lane. Project runoff is conveyed approximately 2600 feet south to the Calaveras River via a combination of LAGUNA HILLS-owned roadside ditches and underground drainage facilities. The Calaveras River discharges to the San Joaquin River approximately 1.9 miles downstream from I-5. The total disturbed area is about 0.8 acres.

2. Unique Site Features:

Relative proximity to Calaveras and San Joaquin Rivers.

3. Project Schedule (graphical):

The attached project schedule shows the projected progress of the project and includes implementation of water pollution control items.

4. Potential Pollutant Sources:

The primary construction activities, related materials, and wastes that have the potential to pollute stormwater include:

- a) Soil disturbing activities and resulting exposed soil areas, including minor grading along the shoulder and trenching for conduits and sound wall footings.
- b) Slurries from mortar mixing and PCC saw-cutting and placement.

- c) Solid wastes from PCC demolition and removal, sound-wall construction, and form work
- d) Temporary on-site storage of construction materials, including mortar mix, raw landscaping, soil stabilization materials, and treated lumber.
- e) General site litter.
- f) Equipment operation and maintenance.

REQUIRED TEXT

1. Introduction and Project Description:
2. Unique Site Features:
3. Project Schedule (graphical):
4. Potential Pollutant Sources:

EXAMPLE: GRAPHICAL SCHEDULE

The graphical Water Pollution Control Schedule is provided on the following page.

INSERT GRAPHICAL WATER POLLUTION CONTROL SCHEDULE

Section 30

Pollution Sources and Control Measures

INSTRUCTIONS

BMP SELECTION PROCESS

- BMPs are selected to reduce or eliminate pollutants in stormwater and non-stormwater discharges associated with construction activities. Described below is the sequence of steps that shall be used to identify BMPs to be included in WPCPs.

Step 1: Incorporate the temporary water pollution control BMPs that are described in:

- Contract Special Provisions;
- Contract Plans;
- Standard Plans; and
- Standard Specifications.

If the BMPs required in Step 1 are inadequate to address potential pollutants in stormwater discharges and non-stormwater discharges, then:

Step 2: Incorporate the temporary water pollution control BMPs using one or more of the LAGUNA HILLS minimum requirements listed in Table 1-1 of the SWPPP/WPCP Preparation Manual.

Step 3: If the BMPs selected from Steps 1 and 2 are inadequate to address potential pollutants in stormwater discharges and non-stormwater discharges, then incorporate the temporary water pollution control BMPs that are described in Section 4.5 of the SWMP. For reference on these BMPs see the Construction Site Best Management Practices (BMPs) Reference Manual.

- Show the selected BMPs on the WPCDs.
- Complete the BMP implementation tables and descriptions in each of the following sections:

30.1 Soil Stabilization (Erosion Control) and Sediment Control

30.2 Construction Site Management

30.1 Soil Stabilization (Erosion Control) and Sediment Control

INSTRUCTIONS

- Use each of the following sections to identify erosion and sediment controls that will be implemented during the project.

30.1.1 Soil Stabilization Practices

30.1.2 Sediment Control Practices

30.1.3 Sediment Tracking Controls

30.1.4 Wind Erosion Controls

30.1.1 Soil Stabilization BMPs

INSTRUCTIONS

- Soil stabilization consists of source control measures that are designed to prevent soil particles from detaching and becoming suspended in stormwater runoff. Soil stabilization BMPs protect the soil surface by covering and/or binding the soil particles.
- Provide a brief description of soil-disturbing activities, such as clearing and grubbing, grading, excavation, trenching, etc. Show the limits of the soil-disturbed areas on the WPCDs.
- Complete the following BMP implementation table for temporary soil stabilization BMPs.
- Describe the locations and scheduled installations for each selected soil stabilization BMP.
- If the project will not create disturbed soil areas, state as such and check "No" for all BMPs in the soil stabilization selection BMP implementation table and enter "N/A" as the reason not used.

EXAMPLE

The following soil stabilization BMP implementation table indicates the BMPs that shall be implemented to control erosion on the construction site. Implementation and locations of temporary soil stabilization BMPs are shown on the WPCDs in Attachment A and described in this section. The BMP working details can also be found in Attachment A of this WPCP. The following list of BMPs and narrative explain how the selected BMPs will be incorporated into the project.

Soil disturbing activities consist of minor grading along the shoulder and trenching for utilities and sound wall footings as shown on WPCD-2. Existing vegetation will be preserved outside the immediate construction zone as shown.

SS-1 Scheduling

SS-2 Preservation of Existing Vegetation

- Clearing and grubbing will be limited to the boundaries of active construction as shown on WPCD-2. Surrounding areas of existing vegetation will be protected by installing ESA fencing around the drip lines of the trees.

SS-5 Soil Binders (Copolymer)

- BMP SS-5 was selected to minimize interference with the final (permanent) erosion control measures (decorative landscaping). Soil binders will be applied to all non-active soil disturbed areas during the rainy season in conformance with the DSA protection requirements in the Stormwater Pollution Prevention Plan/Water Pollution Control Program Preparation Manual.

REQUIRED TEXT

The following soil stabilization BMP implementation table indicates the BMPs that shall be implemented to control erosion on the construction site. Implementation and locations of temporary soil stabilization BMPs are shown on the WPCDs in Attachment A and described in this section. The BMP working details can also be found in Attachment A of this WPCP. The following list of BMPs and narrative explain how the selected BMPs will be incorporated into the project.

TEMPORARY SOIL STABILIZATION BMPs

CONSTRUCTION BMP ID NO ⁽¹⁾	BMP NAME	MINIMUM REQUIRE- MENT ⁽³⁾	CONTRACT BID ITEM	BMP USED		IF NOT USED, STATE REASON
				YES	NO	
SS-1	Scheduling	✓	☐	☐	☐	
SS-2	Preservation of Property/ Preservation of Existing Vegetation	✓	☐	☐	☐	
SS-3	Temporary Hydraulic Mulch (Bonded Fiber Matrix)	✓ ⁽²⁾	☐	☐	☐	
	Temporary Hydraulic Mulch (Polymer Stabilized Fiber Matrix)	✓ ⁽²⁾	☐	☐	☐	
SS-4	Temporary Erosion Control (With Temporary Seeding)	✓ ⁽²⁾	☐	☐	☐	
SS-5	Temporary Soil Stabilizer	✓ ⁽²⁾	☐	☐	☐	
SS-6	Temporary Erosion Control (Straw Mulch with Stabilizing Emulsion)	✓ ⁽²⁾	☐	☐	☐	
SS-7	Temporary Erosion Control Blanket (On Slope)	✓ ⁽²⁾	☐	☐	☐	
	Temporary Erosion Control Blanket (In swale or ditch)		☐	☐	☐	
SS-7	Temporary Cover (Plastic Covers)	✓ ⁽²⁾	☐	☐	☐	
SS-8	Temporary Mulch (Wood)		☐	☐	☐	
SS-9	Earth Dikes / Drainage Swales & Lined Swales		☐	☐	☐	
SS-10	Outlet Protection / Velocity Dissipation Devices		☐	☐	☐	
SS-11	Slope Drains		☐	☐	☐	

CONSTRUCTION BMP ID NO ⁽¹⁾	BMP NAME	MINIMUM REQUIRE- MENT ⁽³⁾	CONTRACT BID ITEM	BMP USED		IF NOT USED, STATE REASON
				YES	NO	
SS-12	Streambank Stabilization		☐	☐	☐	
ALTERNATIVE SOIL STABILIZATION BMPs USED⁽⁴⁾ ☐ Yes ☒ No						IF USED, STATE REASON

Notes:

⁽¹⁾ The BMP designations (SS-1, SC-3, etc.) are solely for maintaining continuity with existing LAGUNA HILLS documents and are not provided to imply that the Construction Site BMP Reference Manual is a required contract document.

⁽²⁾ The Contractor shall ensure implementation of one of the two measures listed or a combination thereof to achieve and maintain the contract's rainy and non-rainy season requirements.

⁽³⁾ Not all minimum requirements may be applicable to every project. Applicability to a specific project shall be determined by the Contractor and approved by the Resident Engineer.

⁽⁴⁾ Use of alternative BMPs will require written approval by the Resident Engineer.

INSERT NARRATIVE DESCRIBING SELECTED SOIL STABILIZATION BMPs

30.1.2 Sediment Control BMPs

INSTRUCTIONS

- Sediment controls are used to complement and enhance the selected soil stabilization measures. Sediment controls are designed to intercept runoff and capture suspended soil particles through a settlement or filtration process.
- Provide a brief description of soil-disturbed areas that will necessitate sediment control BMPs. References to the WPCDs and/or Section 30.1.1 are often sufficient.
- Complete the following BMP implementation table for temporary sediment control BMPs. All listed BMPs shall be considered for the project.
- Describe the locations and scheduled installations for each selected sediment control BMP.
- Show selected BMPs on the WPCDs.

EXAMPLE

The following sediment control BMP implementation table indicates the BMPs that shall be implemented to control sediment on the construction site. Implementation and locations of temporary sediment control BMPs are shown on the WPCDs in Attachment A and described in this section. The BMP working details can also be found in Attachment A of this WPCP. The following list of BMPs and narrative explain how the selected BMPs will be incorporated into the project.

Temporary fiber rolls will be used at the toe of slopes and as perimeter sediment controls. According to the contract special provisions, sediment controls for this project are required during the rainy season - continuously on non-active DSAs and before rain on active DSAs. Deployment locations will be as follows:

SC-5 Temporary Fiber Rolls

- Fiber rolls will be deployed along the downstream (southern) construction site perimeter as shown on WPCD-2. Once the drainage channel is constructed and lined, fiber rolls will be extended north, along each side of the channel. See SC-4, Temporary Check Dam, below.

SC-4 Temporary Check Dam

- Concentrated flows will be conveyed by the drainage channel that runs north-south, adjacent to the shoulder. During channel construction, sediment control will be provided by gravel bag check dams, spaced at 30 feet. Once the channel is lined, temporary fiber rolls will be installed along the channel banks to prevent sediment from entering the channel.

REQUIRED TEXT

The following sediment control BMP implementation table indicates the BMPs that shall be implemented to control sediment on the construction site. Implementation and locations of temporary sediment control BMPs are shown on the WPCDs in Attachment A and described in this section. The BMP working details can also be found in Attachment A of this WPCP. The following list of BMPs and narrative explain how the selected BMPs will be incorporated into the project.

Temporary sediment control

CONSTRUCTION BMP ID NO ⁽¹⁾	BMP NAME	MINIMUM REQUIRE- MENT ⁽³⁾	CONTRACT BID ITEM	BMP USED		IF NOT USED, STATE REASON
				YES	NO	
SC-1	Temporary Silt Fence	✓ ⁽²⁾	☐	☐	☐	
SC-2	Temporary Sediment Basin		☐	☐	☐	
SC-4	Temporary Check Dam		☐	☐	☐	
SC-5	Temporary Fiber Rolls	✓ ⁽²⁾	☐	☐	☐	
SC-6	Temporary Gravel Bag Berm		☐	☐	☐	
SC-7	Street Sweeping	✓	☐	☐	☐	
SC-8	Temporary Sandbags		☐	☐	☐	
SC-9	Temporary Straw Bale Barrier		☐	☐	☐	
SC-10	Temporary Drain Inlet Protection	✓	☐	☐	☐	
ALTERNATIVE SEDIMENT CONTROL BMPs USED⁽⁴⁾ ☐ Yes ☐ No						IF USED, STATE REASON

Notes:
⁽¹⁾ The BMP designations (SS-1, SC-3, etc.) are solely for maintaining continuity with existing LAGUNA HILLS documents and are not provided to imply that the Construction Site BMP Reference Manual is a required contract document.
⁽²⁾ The Contractor shall ensure implementation of one of the two measures listed or a combination thereof to achieve and maintain the contract's rainy and non-rainy season requirements.
⁽³⁾ Not all minimum requirements may be applicable to every project. Applicability to a specific project shall be determined by the Contractor and approved by the Resident Engineer.
⁽⁴⁾ Use of alternative BMPs will require written approval by the Resident Engineer.

INSERT NARRATIVE DESCRIBING TEMPORARY SEDIMENT CONTROL BMPs

30.1.3 Tracking Control BMPs

INSTRUCTIONS

- Refer to the following BMP implementation table for sediment tracking control BMPs. If a particular BMP will not be used or is not applicable enter a brief reason.
- Tracking controls shall be considered and implemented year round and throughout the duration of the project. Show selected sediment tracking control BMPs on the WPCDs in Attachment A.

REQUIRED TEXT

The following tracking control BMP implementation table indicates the BMPs that shall be implemented to reduce sediment tracking from the construction site onto private or public roads. Implementation and locations of tracking control BMPs are shown on the WPCDs in Attachment A and described in this section. The BMP working details can also be found in Attachment A of this WPCP. The following list of BMPs and narrative explain how the selected BMPs will be incorporated into the project.

TEMPORARY TRACKING CONTROL BMPs

CONSTRUCTION BMP ID NO ⁽¹⁾	BMP NAME	MINIMUM REQUIRE- MENT	CONTRACT BID ITEM	BMP USED		IF NOT USED, STATE REASON
				YES	NO	
SC-7	Street Sweeping		☐	☐	☐	
TC-1	Temporary Construction Entrance		☐	☐	☐	
TC-2	Stabilized Construction Roadway		☐	☐	☐	
TC-3	Temporary Entrance / Outlet Tire Wash		☐	☐	☐	
ALTERNATIVE TRACKING CONTROL BMPs USED⁽²⁾ ☐ Yes ☐ No						IF USED, STATE REASON

Notes:
⁽¹⁾ The BMP designations (SS-1, SC-3, etc.) are solely for maintaining continuity with existing LAGUNA HILLS documents and are not provided to imply that the Construction Site BMP Reference Manual is a required contract document.
⁽²⁾ Use of alternative BMPs will require written approval by the Resident Engineer.

INSERT NARRATIVE DESCRIBING TRACKING CONTROL BMPs

30.1.4 Wind Erosion Control BMPs

INSTRUCTIONS

- Refer to the following BMP implementation table for wind erosion control BMPs. If a particular BMP will not be used or is not applicable enter a brief reason.
- Provide a narrative description of wind erosion control BMPs Give a general approach on how wind erosion control BMPs will be implemented on the project to control dust during construction operations, including stockpile operations at all times.
- If the project will not create disturbed soil areas, indicate this in the narrative description.

REQUIRED TEXT

The following wind erosion control BMP implementation table indicates the BMPs that shall be implemented to control wind erosion on the construction site. Implementation and locations of wind erosion control BMPs are shown on the WPCDs in Attachment A and/or described in this section. The BMP working details can be found in Attachment A. The following list of BMPs and narrative explain how the selected BMPs shall be incorporated into the project.

TEMPORARY WIND EROSION CONTROL

CONSTRUCTION BMP ID NO ⁽¹⁾	BMP NAME	MINIMUM REQUIRE- MENT ⁽²⁾	CONTRACT BID ITEM	BMP USED		IF NOT USED, STATE REASON
				YES	NO	
WE-1	Wind Erosion Control	✓	☐	☐	☐	
TC-1	Temporary Construction Entrance		☐	☐	☐	
TC-2	Stabilized Construction Roadway		☐	☐	☐	
----	All Soil Stabilization Measures included in Section 500.3.4		☐	☐	☐	
ALTERNATIVE WIND EROSION CONTROL BMPs USED⁽³⁾ ☐ Yes ☐ No						IF USED, STATE REASON

Notes:
⁽¹⁾ The BMP designations (SS-1, SC-3, etc.) are solely for maintaining continuity with existing LAGUNA HILLS documents and are not provided to imply that the Construction Site BMP Reference Manual is a required contract document.
⁽²⁾ Not all minimum requirements may be applicable to every project. Applicability to a specific project shall be determined by the Contractor and approved by the Resident Engineer.
⁽³⁾ Use of alternative BMPs will require written approval by the Resident Engineer.

INSERT NARRATIVE DESCRIBING WIND EROSION CONTROL BMPs

30.2 Construction Site Management

30.2.1 Non-Stormwater Management BMPs

INSTRUCTIONS

- Non-stormwater discharges which are not authorized under the LAGUNA HILLS Permit or authorized under a separate NPDES permit are prohibited. Examples of prohibited discharges common to construction activities include:
 - Vehicle and equipment wash water, including concrete washout water.
 - Slurries from concrete cutting and coring operations or AC grinding operations.
 - Slurries from concrete or mortar mixing operations.
 - Blast residue from high-pressure washing of structures or surfaces.
 - Wash water from cleaning painting equipment.
 - Runoff from dust control applications of water or dust palliatives.
 - Sanitary and septic wastes.
- List all activities that have the potential to produce non-stormwater discharges. (Consider dewatering operations and any construction activity that requires water use.) Discuss planned dewatering operations with the Resident Engineer to determine possible requirement for permits and/or treatment. Discuss how mobile operations, such as maintenance and fueling for large or stationary equipment, will be addressed.
- Use the following BMP implementation table to select BMPs as necessary to contain, remove, and dispose potential non-stormwater discharges.
- Describe the locations and scheduled installations for each selected Non-Stormwater Management BMPs.

REQUIRED TEXT

The following BMP implementation table indicates the BMPs that have been selected to control non-stormwater pollution on the construction site. Implementation and locations of non-stormwater control BMPs are shown on the WPCDs in Attachment A and described in this section. The BMP working details that will be adhered to are found in Attachment A of this WPCP.

CONSTRUCTION SITE MANAGEMENT

NON-STORM WATER MANAGEMENT BMPS						
BMP No.	BMP	MINIMUM REQUIREMENT	CHECK IF CONTRACT REQUIREMENT	CHECK IF USED	CHECK IF NOT USED	IF NOT USED, STATE REASON
NS-1	Water Conservation Practices					
NS-2	Dewatering Operations					
NS-3	Paving and Grinding Operations					
NS-4	Temporary Stream Crossing					
NS-5	Clear Water Diversion					
NS-6	Illicit Discharge / Illegal Dumping Reporting					
NS-7	Potable Water / Irrigation					
Vehicle and Equipment Operations						
NS-8	Vehicle and Equipment Cleaning					
NS-9	Vehicle and Equipment Fueling					
NS-10	Vehicle and Equipment Maintenance					

INSERT NARRATIVE DESCRIBING NON-STORM WATER MANAGEMENT POLLUTION
CONTROL BMPs

30.2.2 Waste Management and Materials Pollution Control BMPs

INSTRUCTIONS

- Waste management consists of implementing procedural and structural BMPs for collecting, handling, storing and disposing of wastes generated by a construction project to prevent the release of waste materials into stormwater discharges. Wastes are going to be generated during construction; however, the methods in which the wastes are collected, stored, and removed will determine the success of the waste management activities. Construction site wastes can range from residues collected from non-stormwater discharges (i.e. paint removal) to general site litter and debris (i.e. empty marker paint cans).
- Material pollution control (materials handling) consist of implementing procedural and structural BMPs for handling, storing and using construction materials to prevent the release of those materials into stormwater discharges. The amount and type of construction materials to be utilized at the site will be dependent upon the type of construction and the length of the construction period. The materials may be used continuously, such as fuel for vehicles and equipment, or the materials may be used for a discrete period, such as fertilizer for landscaping.
- Waste management and materials pollution control BMPs must be implemented to minimize stormwater contact with construction materials, wastes and service areas, and to prevent materials and wastes from being discharged off-site.
- Review project activities to identify likely construction materials and wastes. Identify materials and wastes with special handling or disposal requirements, such as lead contaminated soils. List anticipated materials and wastes below.
- Based on the listed materials and wastes, use the following materials handling and waste management BMP consideration checklist to select appropriate BMPs.
- Describe the locations and scheduled installations for each selected waste management and materials pollution control BMPs. For Solid Waste Management WM-5, a list of waste disposal facilities and the type of waste to be disposed at each facility is provided.

REQUIRED TEXT

The following BMP implementation table indicates the BMPs that have been selected to control construction site wastes and materials. Implementation and locations of materials handling and waste management BMPs are shown on the WPCDs in Attachment A. The BMP working details that will be adhered to are found in Attachment A of this WPCP. The following list of BMPs and narrative explain how the selected BMPs will be incorporated into the project.

Waste Management and Materials Pollution Control BMPs						
BMP No.	BMP	MINIMUM REQUIREMENT	CHECK IF CONTRACT REQUIREMENT	CHECK IF USED	CHECK IF NOT USED	IF NOT USED, STATE REASON
WM-1	Material Delivery and Storage					
WM-2	Material Use					
WM-3	Asphalt Concrete Stockpiles					
WM-4	Spill Prevention and Control					
WM-5	Solid Waste Management					
WM-6	Hazardous Waste Management					
WM-7	Contaminated Soil Management					
WM-8	Concrete Waste Management					
WM-9	Sanitary/Septic Waste Management					
WM-10	Liquid Waste Management					

INSERT NARRATIVE DESCRIBING WASTE MANAGEMENT AND MATERIALS POLLUTION CONTROL BMPs

30.3 Water Pollution Control Drawings (WPCDs)

INSTRUCTIONS

- The contractor shall include WPCDs in the WPCP to show the locations, applications, and deployment of the BMPs checked in the preceding sections.
- The WPCDs shall include one or more drawings at a scale sufficient to clearly show on-site drainage patterns and the location of erosion and sediment control BMPs. The WPCDs shall be no smaller than the "reduced plans" (approximately 11" x 17") issued by LAGUNA HILLS. A sample WPCD can be referenced in Attachment A of Appendix B of the "SWPPP and WPCP Preparation Manual."
- The WPCDs shall include:
 - Detail sheets showing construction details for the BMPs that shall be used.
 - Location sheets, usually modified layout, grading, stage construction, and/or drainage sheets, showing the locations of BMPs that will be used. Delineation of BMPs to be implemented during project construction will be in the form of construction notes and/or symbols.

REQUIRED TEXT

The WPCDs are included as Attachment A to this Water Pollution Control Program.

30.4 Construction BMP Maintenance, Inspection, and Repair

INSTRUCTIONS

- A program for the regular inspection, maintenance, and repair of BMPs shall be included in the WPCP in Attachment B. The contractor's attention is directed to the Contract Specifications and Special Provisions for requirements for maintenance and inspection of BMPs.
- Appendix B, Attachment B of the "SWPPP and WPCP Preparation Manual", shows a sample Maintenance, Inspection and Repair of Construction Site BMPs form.
- At a minimum, the contractor shall inspect the site before and after storm events, and at 24-hour intervals during extended storms. The Contract Special Provisions may require additional inspections.
- The results of the inspection and assessment shall be recorded on the Construction Site Inspection Checklist included in Appendix B, Attachment C to the "SWPPP and WPCP Preparation Manual," and included as Attachment C of this WPCP.
- A copy of each completed Construction Site Inspection Checklist shall be provided to the Resident Engineer within 24-hours of an inspection, and a copy included in the on-site WPCP.
- A tracking or follow-up procedure must follow any inspection that identifies deficiencies in BMPs.

REQUIRED TEXT

A completed Inspection, Maintenance, and Repair Program shall be provided in Attachment B of the WPCP.

Site inspections shall be conducted by the Contractor's WPCM or other LAGUNA HILLS approved 24-hour trained staff at the following minimum frequencies:

- Prior to a forecast storm.
- After a rain event that causes runoff from the construction site.
- At 24-hour intervals during extended rain events.
- Daily inspections within the Lake Tahoe Hydrologic Unit.
- Weekly during the rainy season.
- Every 2 weeks during the non-rainy season; and
- At any other time(s) or intervals of time specified in the Contract Special Provisions.

Completed inspection checklists (Attachment C) will be submitted to the Resident Engineer within 24 hours of inspection. Copies of the completed checklists will be kept with the WPCP. A tracking or follow-up procedure shall follow any inspection that identifies deficiencies in BMPs.

30.5 Training

INSTRUCTIONS

- Individuals responsible for WPCP preparation, implementation, and permit compliance are required to be trained, and the WPCP shall document all training. This includes those personnel responsible for installation, inspection, maintenance, and repair of BMPs. Describe the types of training that the contractor's inspection, maintenance, and repair personnel have received or will receive that are directly related to stormwater pollution prevention.
- Training may be both formal and informal.
- Formal stormwater pollution prevention or erosion and sediment control training sessions may include certification as a Certified Professional in Erosion and Sediment Control (CPESC); workshops offered by the SWRCB, RWQCB, Community College or University of California Extension; or other locally recognized agencies or professional organizations such as the International Erosion Control Association (IECA), Association of Bay Area Governments (ABAG), Association of General Contractors (AGC), etc. Contractors are encouraged to contact the RWQCB or the SWRCB to inquire about availability of training.
- A listing of training organizations, subject matter and classes are located at:
<http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.html>
- The Contractor's WPCM and the WPCP preparer shall have a minimum of 24 hours (3 days) of formal stormwater pollution prevention training.
- Onsite stormwater pollution prevention training shall be conducted on an ongoing basis.
- Document informal stormwater training using the sample training log sheet provided as Attachment G.

- Document formal stormwater training by providing a list of classes and copies of class completion documentation. Documentation shall be submitted to the Resident Engineer within 24 hours of completion of training.
- Training records shall be updated, documented and reported in the WPCP quarterly.

REQUIRED TEXT

The Water Pollution Control Manager (WPCM) assigned to this project is:

Insert WPCM's Name-then TAB

Insert Telephone Number(s)-then TAB

Insert Contractor's Company Name-then TAB

Insert Address 1 then press ENTER to insert Address 2 or TAB to next field

Insert City, State, Zip-then TAB

The WPCM shall have primary responsibility and significant authority for the implementation, maintenance, inspection and amendments to the approved WPCP. The WPCM will be available at all times throughout duration of the project. Duties of the Contractor's WPCM include but are not limited to:

- Ensuring full compliance with the WPCP and the Permit; and
- Implementing all elements of the WPCP.

The WPCM shall have the authority to mobilize crews in order to make immediate repairs to the water pollution control measures.

The training log showing formal and informal training of various personnel is shown in Attachment G. A copy of all training certificate(s) (e.g., LAGUNA HILLS 24 Hour Training Class, etc.) for the WPCM and the WPCP Preparer are included in Attachment G. Training records shall be updated, documented and reported in the WPCP quarterly. Documentation of new training shall be submitted to the Resident Engineer within 24-hours of training.

INSERT HERE ANY ADDITIONAL TEXT REGARDING TRAINING OF PERSONNEL.

This WPCP was prepared by INSERT COMPANY, NAME AND PROFESSIONAL REGISTRATION OR OTHER QUALIFICATIONS (INCLUDING INFORMATION REGARDING OTHER TRAINING COURSES, SUCH AS LAGUNA HILLS SWPPP PREPARATION TRAINING) OF PERSON THAT PREPARED THE WPCP.

Section 40 Amendments

INSTRUCTIONS

- The WPCP shall be amended whenever there is a change in construction or operations that may cause the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems, or when deemed necessary by the Resident Engineer. All WPCP amendments shall be documented in letter format and include revised WPCD sheets, as appropriate. WPCP amendments shall be certified by the contractor and require approval by the LAGUNA HILLS or Local Agency / Private Entity Resident Engineer (and LAGUNA HILLS Oversight Engineer if applicable). Approved amendments shall be attached to the Contractor's on-site WPCP in Attachment D.
- The following items will be included in the amendment, as appropriate:
 - ☐ Discuss who requested the amendment.
 - ☐ Describe location of proposed change.
 - ☐ Describe reason for change.
 - ☐ Describe the original BMP proposed, if any.
 - ☐ Describe the new BMP proposed.
 - ☐ Include any revised WPCDs for detail or location changes.
 - ☐ Include a copy of the Amendment Log in Attachment D.
- The certification form shall be included in Attachment D and shall be signed by the contractor and Resident Engineer (and Oversight Engineer if applicable) for each amendment. The signed forms shall be included with the Amendment.
- If LAGUNA HILLS is administering the project, then the LAGUNA HILLS Resident Engineer, as the authorized representative of the Department shall provide and sign the following certification.
- If a Local Agency / Private Entity is administering the project, then the Local Agency / Private Entity Resident Engineer shall sign and provide the certification form to the LAGUNA HILLS Oversight Engineer for approval.
- The Amendment shall be documented in the following Amendment Log Table. Enter the Amendment number, date, brief description, and name of the person who prepared the Amendment in the table. Include a copy of the Amendment Log in Attachment D.

REQUIRED TEXT

The WPCP shall be amended whenever there is a change in construction or operations that may cause the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems, or when deemed necessary by the Resident Engineer. All WPCP amendments shall be documented in letter format and include revised WPCD sheets, as appropriate. WPCP

amendments shall be certified by the contractor and require approval by the LAGUNA HILLS or Local Agency / Private Entity Resident Engineer (and LAGUNA HILLS Oversight Engineer if applicable). Approved amendments and log shall be attached to the Contractor's on-site WPCP in Attachment D.

Project Name: **START HERE...CLICK HERE TO INSERT PROJECT NAME-THEN TAB TO NEXT FIELD**

LAGUNA HILLS Contract Number: **INSERT LAGUNA HILLS CONTRACT NUMBER-THEN TAB TO NEXT FIELD.**

Amendment No.	Date	Brief Description of Amendment	Prepared By

Section 50 Reporting

50.1 Discharge Reporting

INSTRUCTIONS

- Discharges will be reported in writing to the Resident Engineer verbally upon discovery and in writing within 7 days (3 days for Districts 7 and 11) of occurrence or as required in the Special Provisions. A Notice of Discharge form for reporting discharges shall be included in Attachment E. A Discharge Reporting Log shall be included in Attachment F.
- Note: USEPA has issued regulations that define Reportable Quantity (RQ) levels for oil and hazardous substances. These regulations are found in the Code of Federal Regulations at 40 CFR Part 110, Part 117, or Part 302.

REQUIRED TEXT

If a discharge occurs or if the project receives a written notice or order from any regulatory agency, the contractor will immediately notify the Engineer and will file a written report to the Resident Engineer within 7 days (3 days for Districts 7 and 11) of the discharge event, notice, or order. Corrective measures will be implemented immediately following the discharge, notice or order. A Notice of Discharge form is provided in Attachment E. All discharges shall be documented on a Discharge Reporting Log in Attachment F.

The report to the Resident Engineer will contain the following items:

- The date, time, location, nature of operation, and type of discharge, including the cause or nature of the notice or order.
- The BMPs deployed before the discharge event, or prior to receiving notice or order.
- The date of deployment and type of BMPs deployed after the discharge event, or after receiving the notice or order, including additional BMPs installed or planned to reduce or prevent re-occurrence.
- An implementation and maintenance schedule for any affected BMPs.

Discharges requiring reporting include:

- Stormwater from a DSA discharged to a waterway without treatment by a temporary construction BMP.
- Non-stormwater, except conditionally exempted discharges, discharged to a waterway or a storm drain system, without treatment by an approved control measure (BMP).
- Stormwater discharged to a waterway or a storm drain system where the control measures (BMPs) have been overwhelmed or not properly maintained or installed.
- Discharge of hazardous substances above the reportable quantities in 40 CFR 117.3 or 302.4.

- Stormwater runoff containing hazardous substances from spills discharged to a waterway or storm drain system.
- Discharges that may endanger health or the environment.
- Other discharge reporting as directed by the Resident Engineer.

Appendix B – Applicable Standard Plans

DIST.	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

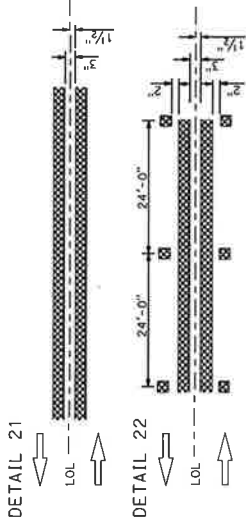
Jeff Hoke
REGISTERED CIVIL ENGINEER

August 1, 2022
PLANS APPROVAL DATE

APPROVED FOR THE DISTRICT ENGINEER
BY THE DISTRICT ENGINEER
FOR THE DISTRICT ENGINEER
FOR THE DISTRICT ENGINEER

APPROVED FOR THE DISTRICT ENGINEER
BY THE DISTRICT ENGINEER
FOR THE DISTRICT ENGINEER
FOR THE DISTRICT ENGINEER

NO PASSING ZONES-TWO DIRECTION



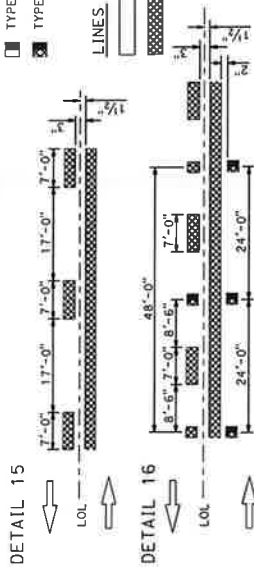
DETAIL 23 DELETED

~~DETAIL 23~~

LEGEND
MARKERS

- [] TYPE C RED-CLEAR RETROREFLECTIVE
- [] TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- [] TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- [] TYPE H ONE-WAY YELLOW RETROREFLECTIVE

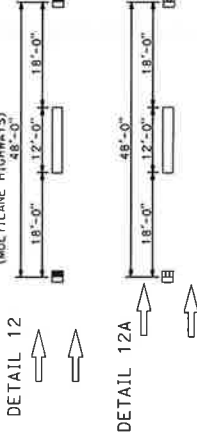
NO PASSING ZONES-ONE DIRECTION



DETAIL 17 DELETED

~~DETAIL 17~~

LANELINES (Cont)



DETAIL 13 DELETED

~~DETAIL 13~~

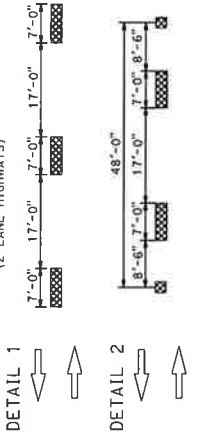
DETAIL 14 DELETED

~~DETAIL 14~~

DETAIL 14A DELETED

~~DETAIL 14A~~

CENTERLINES
(2 LANE HIGHWAYS)

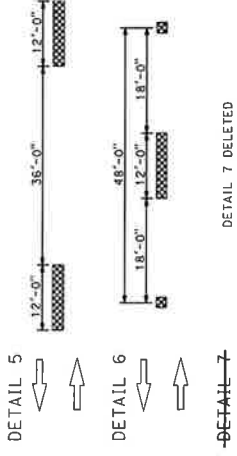


DETAIL 3 DELETED

~~DETAIL 3~~

DETAIL 4 DELETED

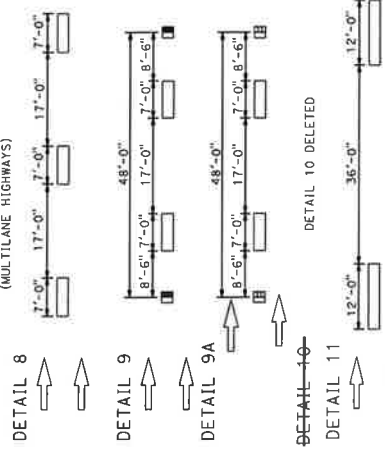
~~DETAIL 4~~



DETAIL 7 DELETED

~~DETAIL 7~~

LANELINES
(MULTILANE HIGHWAYS)



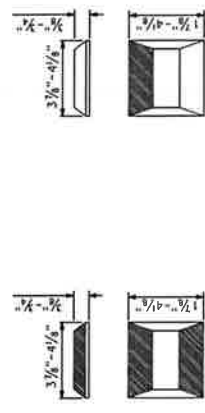
DETAIL 10 DELETED

~~DETAIL 10~~



DETAIL 20 DELETED

~~DETAIL 20~~



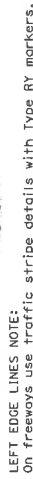
TYPE C AND TYPE D TYPE G AND TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKERS AND TRAFFIC LINES
TYPICAL DETAILS
NO SCALE

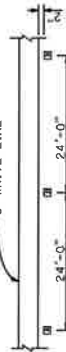
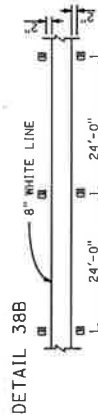
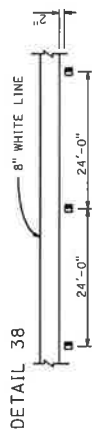
A20A

Return to Table of Contents



COUNTY ROUTE TOTAL SHEETS
 REGISTERED CIVIL ENGINEER
 AUGUST 1, 2022
 THE STATE OF CALIFORNIA
 THE STATE OF CALIFORNIA
 THE STATE OF CALIFORNIA

CHANNELIZING LINE

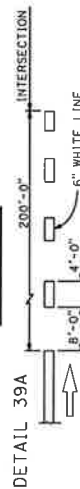


BIKE LANE LINE

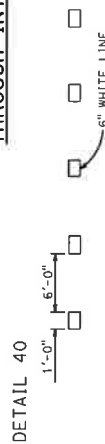


INTERSECTION LINE

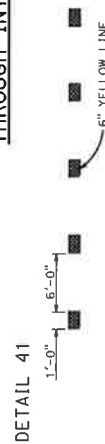
BIKE LANE



LANE LINE EXTENSIONS THROUGH INTERSECTIONS



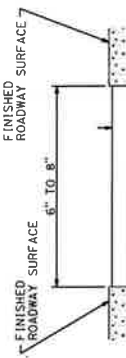
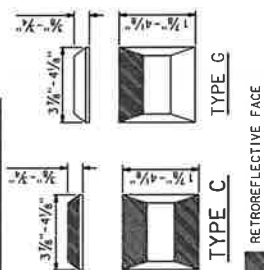
CENTER LINE EXTENSIONS THROUGH INTERSECTIONS



LEGEND MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- 6" YELLOW LINE

MARKER DETAILS



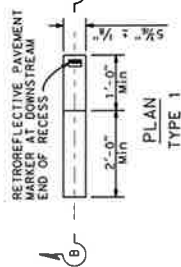
DETAIL FOR RECESSED TRAFFIC STRIPE

RECESSED NOTES:

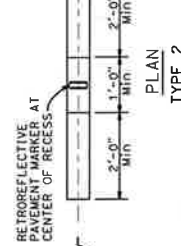
- A. See typical traffic line details for pavement marking patterns.
- B. See standard specifications for recess depth and recess stripping material thickness.



SECTION B-B



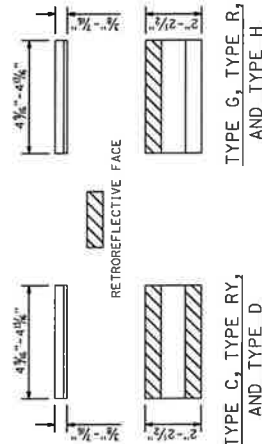
PLAN TYPE 1



PLAN TYPE 2

RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER

See Note 4



TYPE C, TYPE RY, AND TYPE D

RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION

See Notes 1 and 2

- RECESSED MARKER NOTES:
- 1. See typical traffic line details for marker patterns to be used with recessed pavement markers.
- 2. The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
- 3. The top of pavement markers installed in recesses shall be 0 to 1/8 inch below the pavement surface.
- 4. Use Type 1 recess for pavement markers with one-way face. Use Type 2 recess for pavement markers with two-way retroreflective face.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKERS AND TRAFFIC LINES
TYPICAL DETAILS
NO SCALE

A20D

Return to Table of Contents

DIS	COUNTY	ROUTE	POST MILE	SHEET TOTAL
			TOTAL SHEETS	

REGISTERED CIVIL ENGINEER <i>Jeff Miller</i> AUGUST 1, 2022 PE 00000000 THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DATA AND THE CORRECTNESS OF THE PLAN SHEET.		LEO J. HODGE 048332 3-20-22 CIVIL STATE OF CALIFORNIA
--	--	---

NOTE:

1. See Standard Plans A20A, A20B, A20C, A20D, and A20F for pavement markers and traffic lines typical details.



TYPICAL LANE LINE OR RIGHT EDGE LINE CONTRAST DETAIL

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKERS AND TRAFFIC LINES
TYPICAL DETAIL FOR CONTRAST STRIPING**
NO SCALE

A20E

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NO SCALE

MARKERS

LINES

MARKER DETAILS



RETROREFLECTIVE FACE



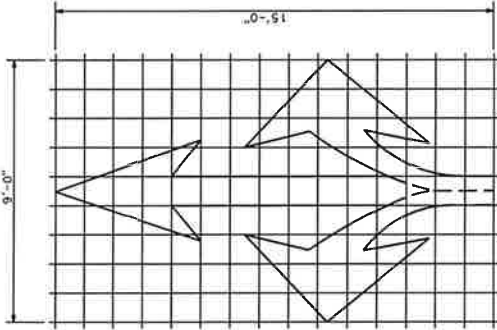
1. May be a limit line or crosswalk.
2. See Standard Plans A24F and A24G for crosswalk and pavement marker details.
3. Place Type R one-way red retroreflective markers on outermost limit line or crosswalk line with red facing the intersection.
4. The distances and marker spacings may be adjusted based on site specific conditions or exit ramp geometry.
5. The layout shown is a typical detail of an exit ramp, see Figure 39-24 of the CA MUTCD for exit ramp configuration and arrow placement and spacing.
6. See Standard Plan A24C for Type V arrow detail with Type R one-way red retroreflective markers.



NO SCALE

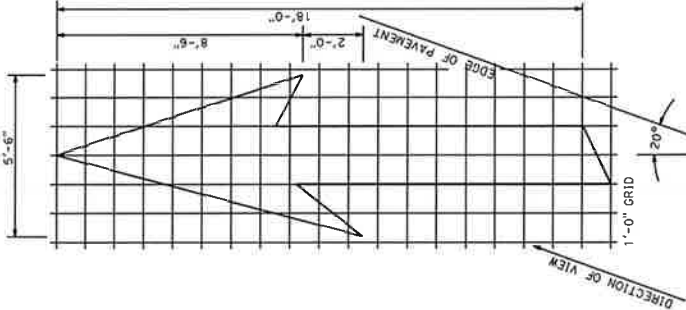
A20G

Sheet No.	101
Project No.	2022-001
County	Alameda
Route	101
Station	101+00
Scale	1" = 10'
Drawn by	J. J. Jones
Checked by	J. J. Jones
Approved by	J. J. Jones
Date	August 1, 2022
REGISTERED CIVIL ENGINEER License No. C-3332 State of California Seal of the State Board of Engineers and Surveyors Seal of the State Board of Civil Engineers	



TYPE VIII ARROW

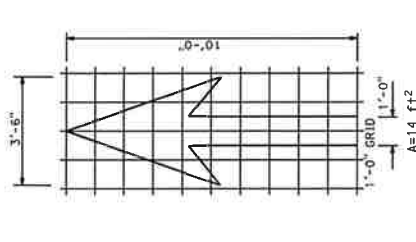
A=36 ft²



TYPE VI ARROW

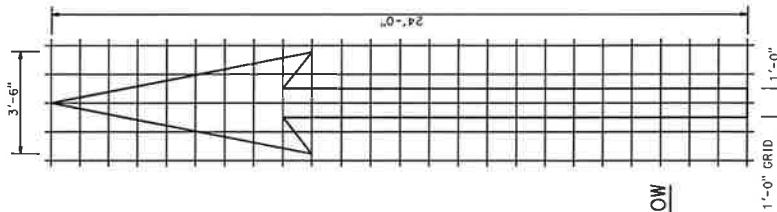
A=42 ft²

Right lane drop arrow.
For left lane, use mirror image.



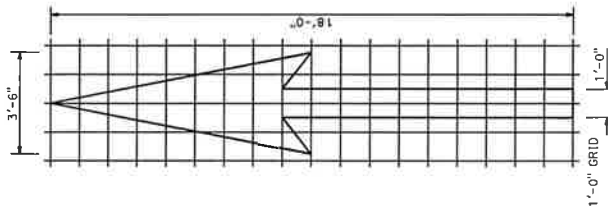
TYPE I 10'-0" ARROW

A=14 ft²



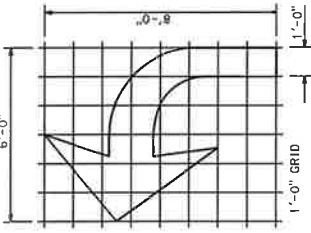
TYPE I 24'-0" ARROW

A=31 ft²



TYPE I 18'-0" ARROW

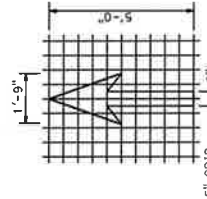
A=25 ft²



TYPE IV (L) ARROW

A=15 ft²

For Type III (R) arrow, use mirror image.



BIKE LANE ARROW

A=3.5 ft²

NOTE:
Minor variations in dimensions
may be accepted by the Engineer.

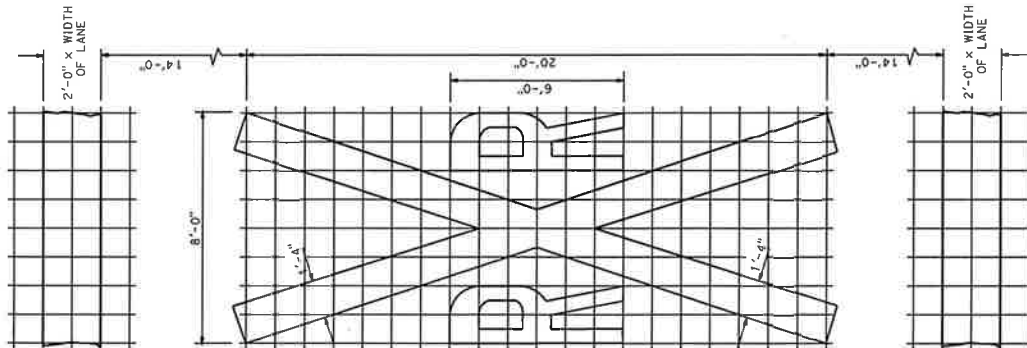
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
ARROWS
NO SCALE

A24A

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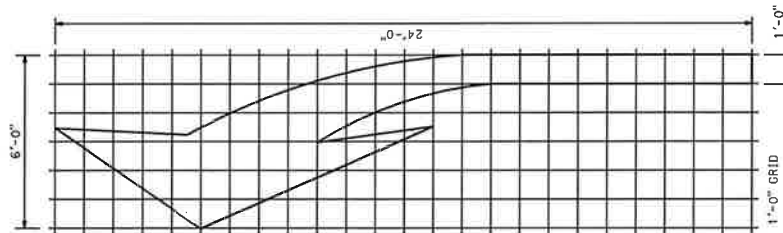
DIST.	COUNTY	ROUTE	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER
 August 1, 2022
 PLAN APPROVAL DATE
 THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
 OR AGENTS SHALL NOT BE RESPONSIBLE FOR
 THE ACCURACY OR COMPLETENESS OF THE
 CONTENTS OF THIS PLAN SHEET.



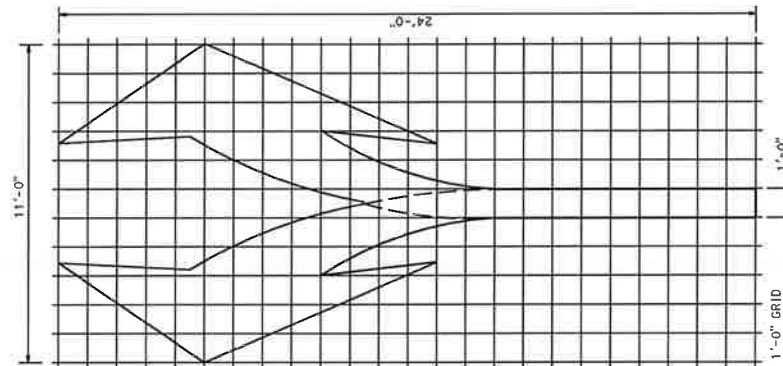
RAILROAD CROSSING SYMBOL

* 70 ft± does not include the 2'-0" x variable width transverse lines.

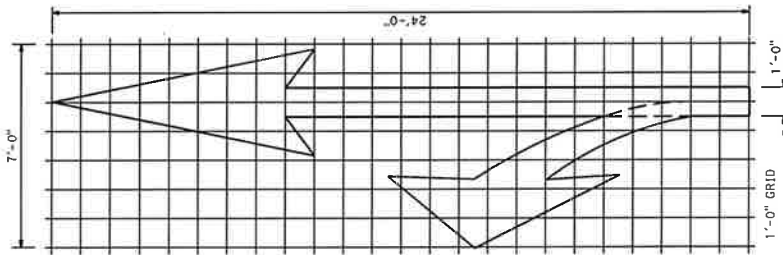


TYPE III (L) ARROW

For Type III (R) use mirror image.

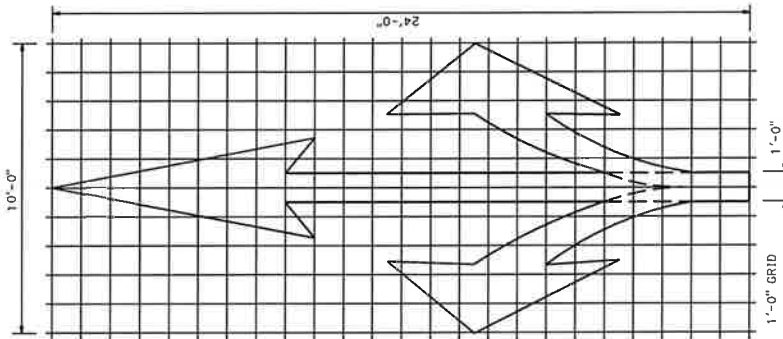


TYPE III (B) ARROW



TYPE II (L) ARROW

For Type II (R) use mirror image.



TYPE II (B) ARROW

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKINGS
ARROWS AND SYMBOLS**

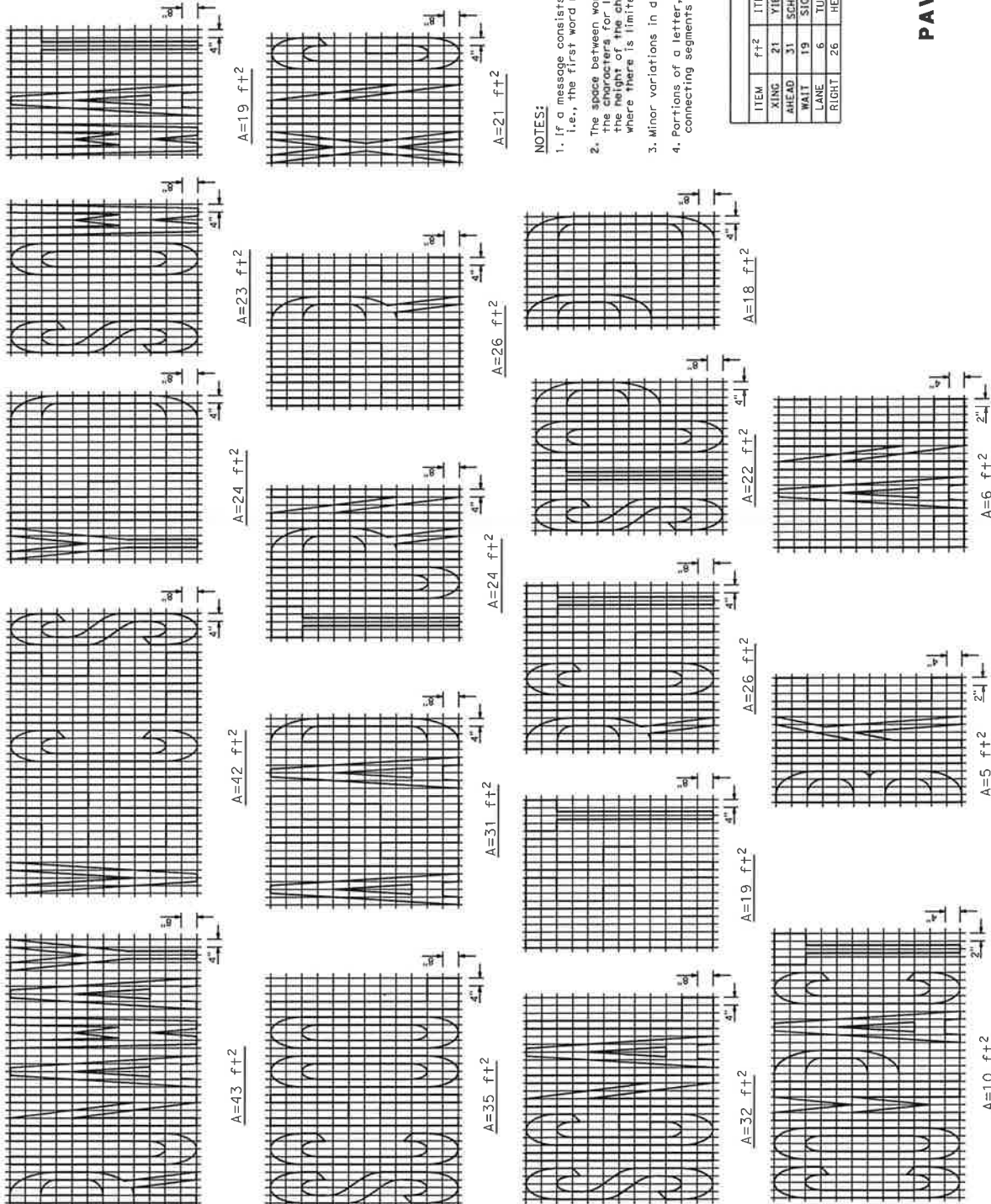
NO SCALE

A24B

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Dist	COUNTY	ROUTE	POST MILEAGE TOTAL PROJECT	SHEET NO. TOTAL SHEETS
		AUGUST 1, 2022 PROJECT NO. 070205 THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS THIS PLAN SHEET IS THE PROPERTY OF THE STATE OF CALIFORNIA IT IS TO BE USED FOR THE PROJECT AND FOR NO OTHER PURPOSES IT IS TO BE KEPT IN THE FILES OF THIS PLAN SHEET.		



NOTES:

1. If a message consists of more than one word, it must read "Up", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters or low speed roads, but not more than ten times the height of the characters. The spacing must be adjusted appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

WORD MARKINGS									
ITEM	f+2	ITEM	f+2	ITEM	f+2	ITEM	f+2	ITEM	f+2
XING	21	YIELD	24	BIKE	5	PED	18		
AHEAD	31	SCHOOL	35	SLOW	23	COMPACT	10		
WAIT	19	SIGNAL	32	STOP	22	RUNAWAY	43		
LANE	6	TURN	24	LEFT	19	VEHICLES	42		
RIGHT	26	HERE	26						

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKINGS
WORDS**

NO SCALE

A24D

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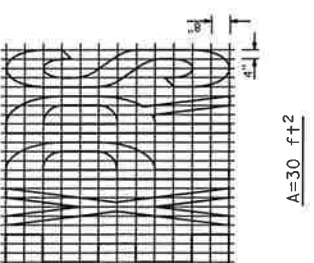
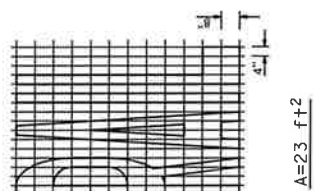
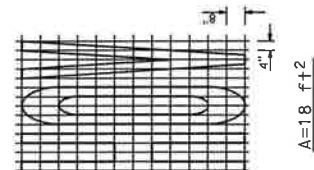
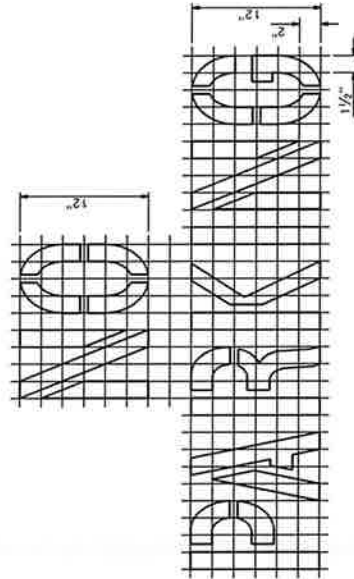
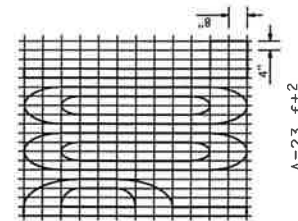
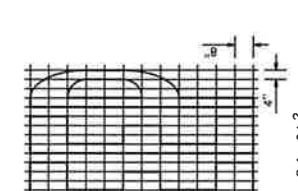
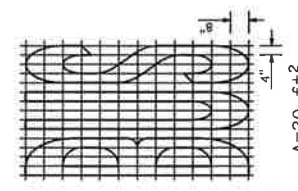
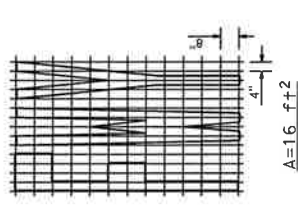
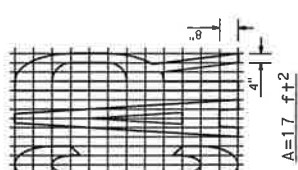
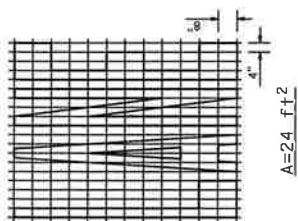
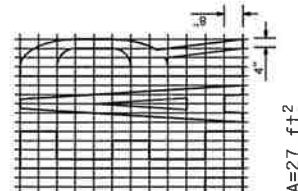
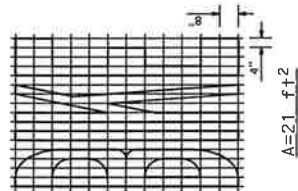
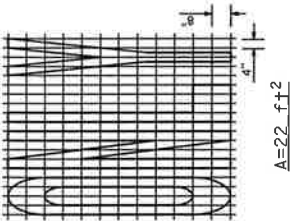
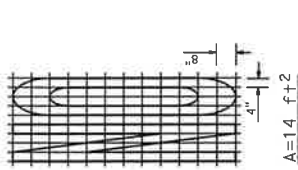
Dist	COUNTY	ROUTE	TOTAL SHEETS	SHEET TOTAL

REGISTERED CIVIL ENGINEER
 AUGUST 1, 2022
 PLEASE APPROVAL DATE: 8/1/22
 THE ENGINEER'S SEAL AND SIGNATURE ARE REQUIRED FOR ALL WORK. THE SEAL MUST BE PLACED ON THE DRAWING IN THE SPACE PROVIDED FOR THE SEAL.

ITEM	ft ²	ITEM	ft ²
LANE	24	NO	14
POOL	23	BIKE	21
CAR	17	BUS	20
CLEAR	27	ONLY	22
KEEP	24	FWY	16
HOV	18	EXPRS	30
TRAIL	23		

NOTES:

1. If a message consists of more than one word, the words must be separated by a space, i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters for high speed roads. The space between words may be reduced appropriate to the speed of the road because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.
5. The words "NO PARKING" pavement marking is to be used for parking facilities. For typical dimensions of markings, see Standard Plans A90A and A90B.
6. The words "NO PARKING" shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials.



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
WORDS
 NO SCALE

A24E

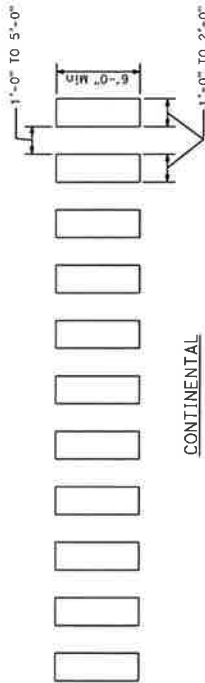
Return to Table of Contents

SHEET NO.	COUNTY	ROUTE	TOTAL SHEETS	SHEET NO.
1				1

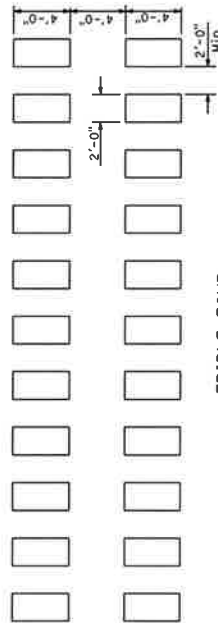
REGISTERED CIVIL ENGINEER August 1, 2022 License No. 43812 State of California THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN OR THE RESULTS OF ANY DESIGN OR CONSTRUCTION BASED ON THIS PLAN SHEET.	
--	--

NOTES:

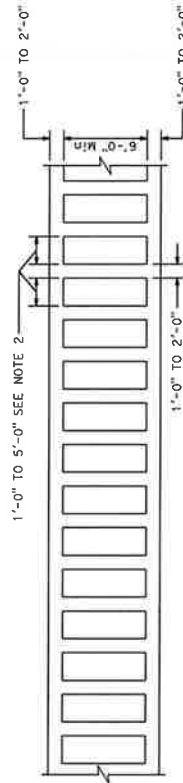
1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 x width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.



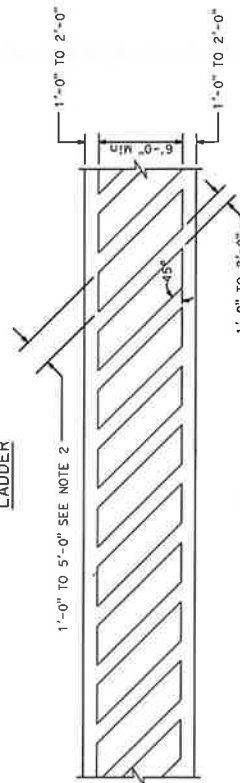
CONTINENTAL
See Note 1



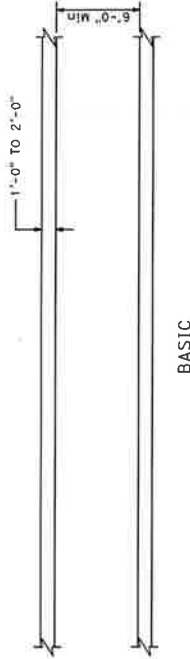
TRIPLE FOUR
See Note 1



LADDER



DIAGONAL
HIGHER VISIBILITY CROSSWALKS



BASIC

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
CROSSWALKS
NO SCALE

A24F

Return to Table of Contents

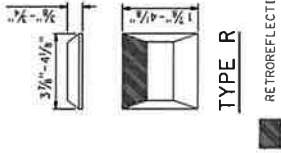
COUNTY	ROUTE	POST MILE	SHEET NO.
		TOTAL SHEETS	

REGISTERED CIVIL ENGINEER
 AUGUST 1, 2022
 THE STATE OF CALIFORNIA BY ITS OFFICERS
 IN ADOPTING THIS PLAN SHEET, THE STATE
 OF CALIFORNIA DOES NOT GUARANTEE THE
 ACCURACY OF THIS PLAN SHEET.

LEGEND:
MARKERS

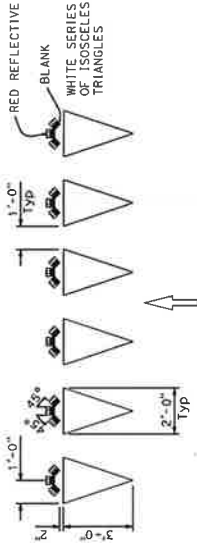
■ TYPE R ONE-WAY RED RETROREFLECTIVE

MARKER DETAILS

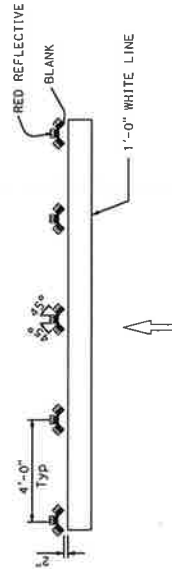


TYPE R

■ RETROREFLECTIVE FACE ON BACKSIDE



YIELD LINE AT EXIT RAMP



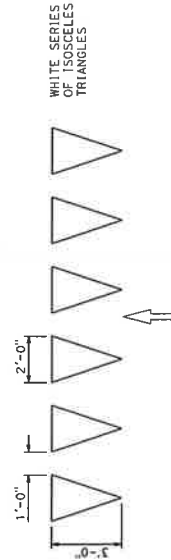
LIMIT LINE (STOP LINE) AT EXIT RAMP

NOTE:

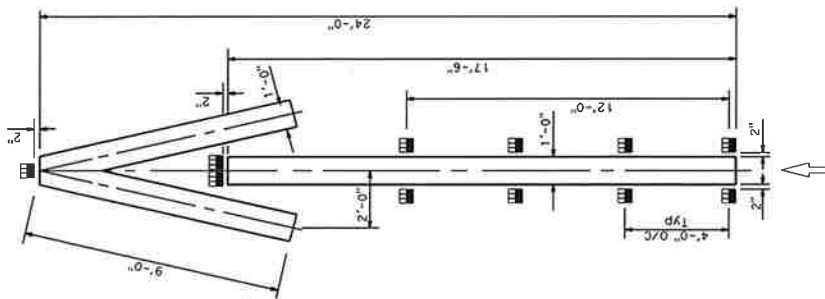
1. If there is crosswalk at the end of the exit ramp, place Type R markers in front of the first line for wrong way vehicle that travels up the ramp with the red reflective side facing the intersection.



LIMIT LINE (STOP LINE)



YIELD LINE



A-33 f+2

TYPE I ARROW AT EXIT RAMP

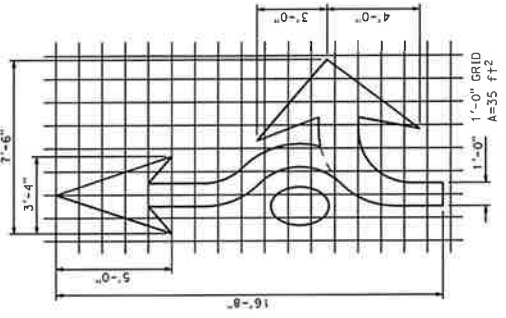
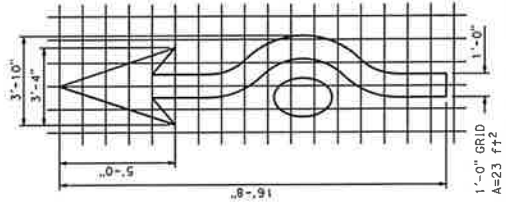
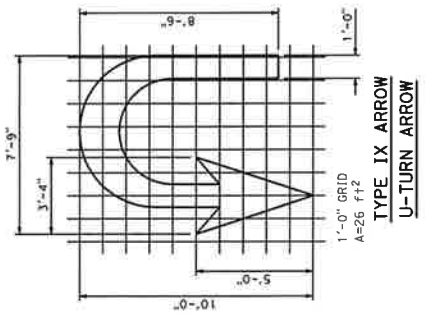
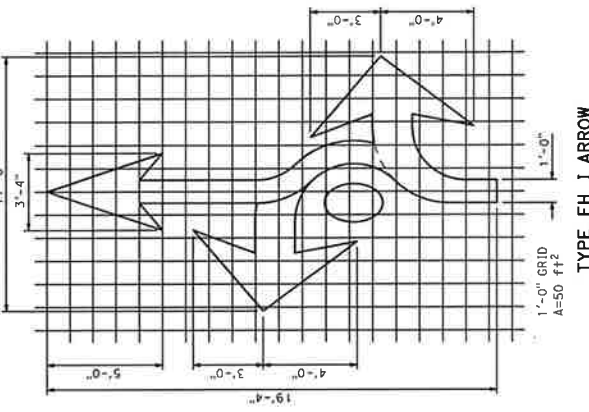
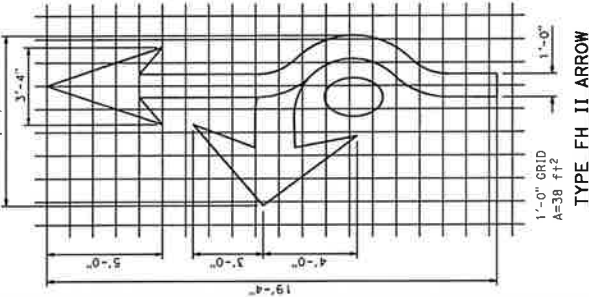
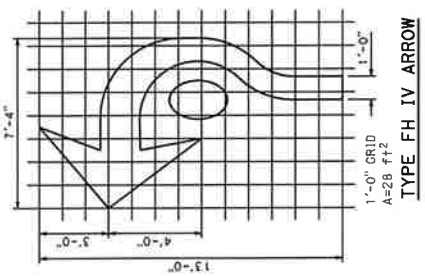
STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
YIELD LINES, LIMIT LINES,
AND WRONG WAY DETAILS
 NO SCALE

A24G

Return to Table of Contents

Dist.	COUNTY	ROUTE	POST MILE	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER
 August 1, 2022
 JEFF BAKER
 THE STATE OF CALIFORNIA ON ITS OFFICERS
 AND AGENTS SHALL NOT BE RESPONSIBLE FOR
 THE CORRECTNESS OR COMPLETENESS OF THE
 CONTENTS OF THIS PLAN SHEET.



MANDATORY LANE USE CIRCULAR ARROWS

OPTIONAL LANE USE CIRCULAR ARROWS

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
ARROWS
 NO SCALE

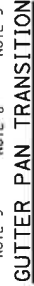
A24H

Return to Table of Contents

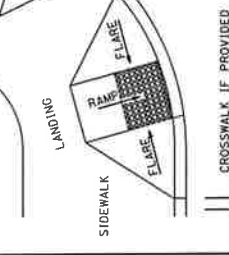
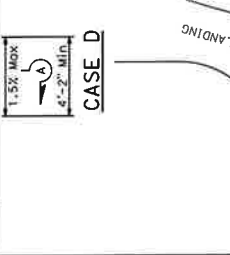
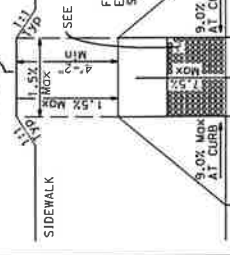
ES-5B

Diagram illustrating the gutter pan transition details:

- Curbside:** Curb
- Pavement:** Pavement
- Gutter Details:**
 - Gutter in front of detectable transition
 - Gutter pan transition
- Dimensions:**
 - 3'-0" Typ (Gutter in front of detectable transition)
 - 3'-0" Typ (Gutter pan transition)
- Notes:**
 - NOTE 8: SEE NOTE 8
 - NOTE 9: SEE NOTE 9
- General Note:** TYPICAL GUTTER PAN APPLIES TO ALL CASES



A88A

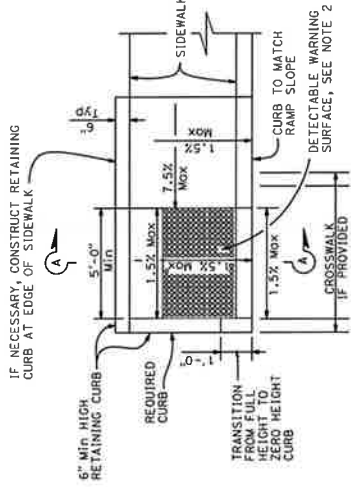


DETAIL A
TYPICAL TWO-RAMP
CORNER INSTALLATION

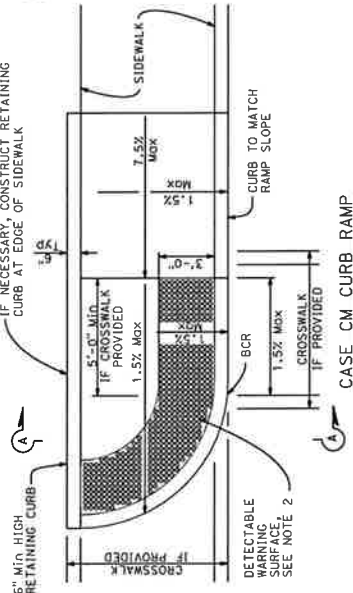
11+ COUNTY	ROUTE	POST MILE	SHEET NO.	TOTAL SHEETS
REGISTERED CIVIL ENGINEER August 1, 2022 PROJECT NO. 17-07-0000 DATE OF PLAN 12-31-23 THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE DATA OR THE RESULTS OF THE FIELD SURVEY.				

NOTES:

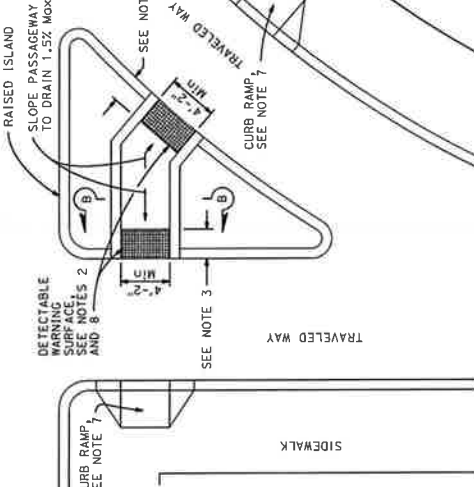
1. Sidewalk, ramp and passageway thickness "T", shall be 3/2" minimum.
2. For details of detectable warning surfaces, see Standard Plan AB8A.
3. Where an island passageway length is greater than 10 feet, the detectable warning surface shall extend the full width and 2'-0" depth of the passageway length. When an island passageway length is greater than or equal to 8'-0", each detectable warning surface shall extend the full width and 2'-0" depth of the passageway length. Detectable warning surfaces shall extend the full width of the island passageway except a maximum gap of 1 inch is allowed on each side of the passageway.
4. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
5. Utility pull boxes, manholes, vaults and all other utility facilities within the base of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
6. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.
7. For additional curb ramp details, see Standard Plan AB8A.
8. The detectable warning surface will be a rectangle as shown at the face of curb, unless modified in the Project Plans.



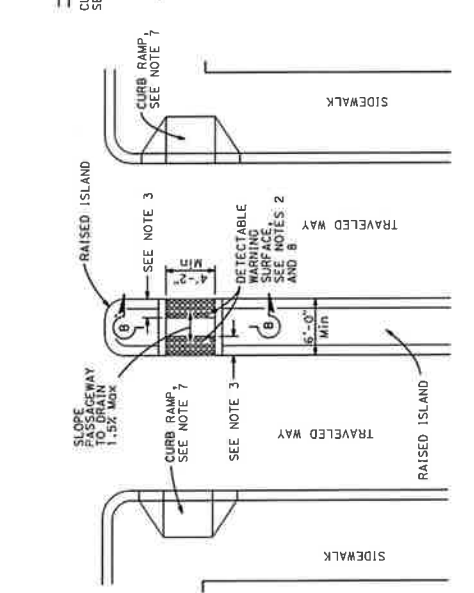
CASE CH CURB RAMP



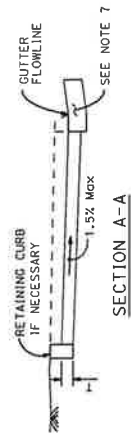
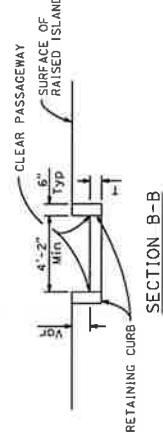
CASE CM CURB RAMP



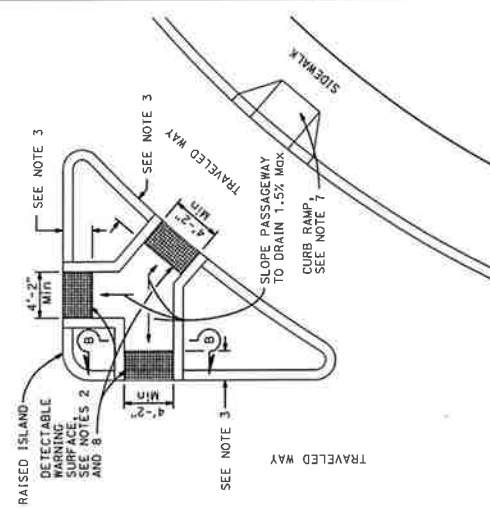
TYPE B PASSAGEWAY



TYPE A PASSAGEWAY



TYPE C PASSAGEWAY

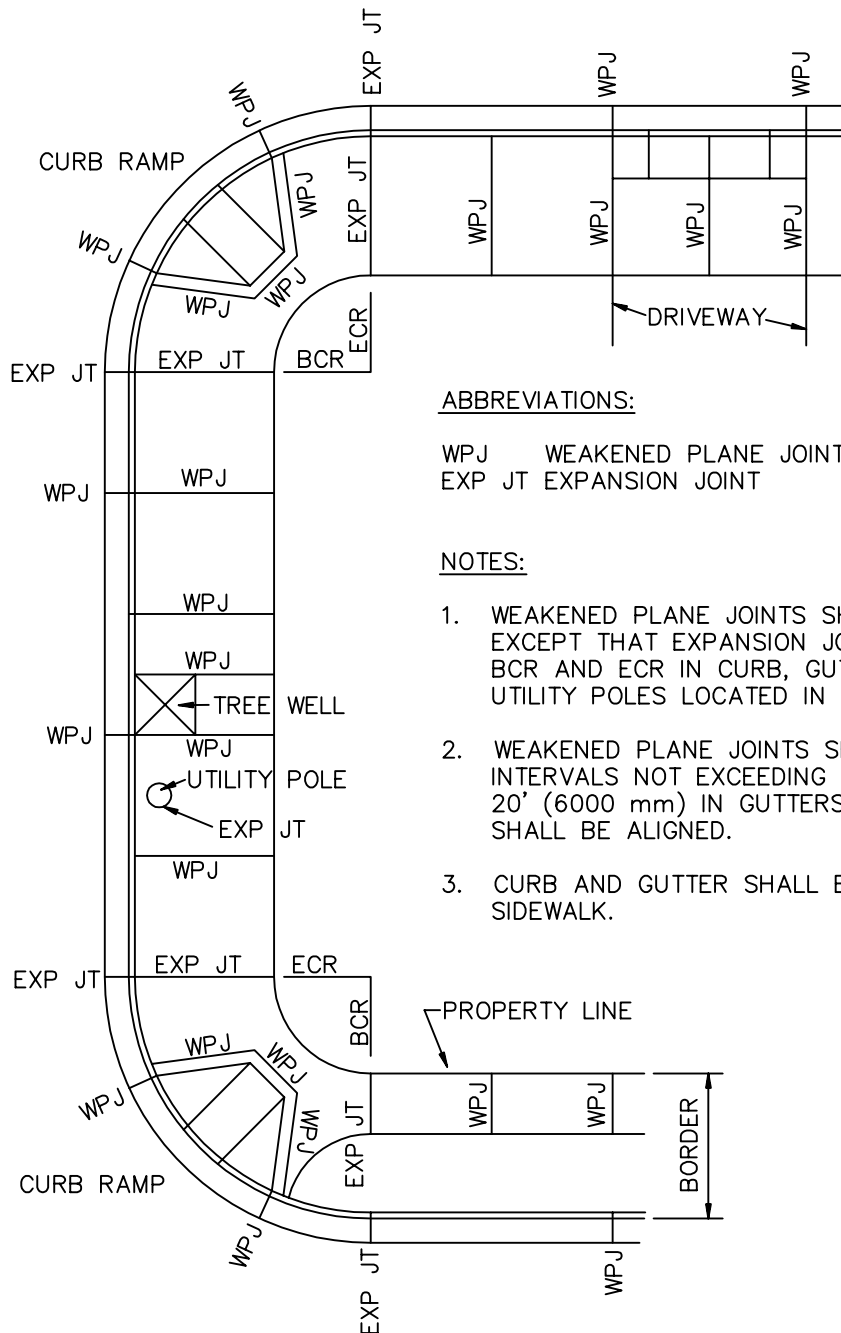


STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ISLAND PASSAGEWAY DETAILS

NO SCALE

A88B



ABBREVIATIONS:

WPJ WEAKENED PLANE JOINT BCR BEGINNING OF CURB RETURN
EXP JT EXPANSION JOINT ECR END OF CURB RETURN

NOTES:

1. WEAKENED PLANE JOINTS SHALL BE USED FOR ALL JOINTS, EXCEPT THAT EXPANSION JOINTS SHALL BE PLACED AT THE BCR AND ECR IN CURB, GUTTER AND SIDEWALK, AND AROUND UTILITY POLES LOCATED IN SIDEWALK AREAS.
2. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT REGULAR INTERVALS NOT EXCEEDING 10' (3000 mm) IN WALKS AND 20' (6000 mm) IN GUTTERS. JOINTS IN CURB AND WALK SHALL BE ALIGNED.
3. CURB AND GUTTER SHALL BE CONSTRUCTED SEPARATELY FROM SIDEWALK.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

CURB AND SIDEWALK JOINTS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

112-2

SHEET 1 OF 1

SEE OCPW STANDARD PLAN 112-2-OC FOR CONDITIONS

THE FOLLOWING STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, 2009 EDITION, OF THE PUBLIC WORKS STANDARDS, INC. HAVE BEEN ADOPTED BY OCPW WITH CONDITIONS WHICH SHALL APPLY TO OCPW USE. THE CONDITIONS ARE LISTED BELOW.

<u>SPPWC #</u>	<u>OCPW #</u>	<u>NAME AND CONDITIONS</u>
112-2	112-2-OC	<u>CURB AND SIDEWALK JOINTS</u>

1. WEAKENED PLANE JOINTS (WPJ) SHALL BE CONSTRUCTED IN CURB AND AND GUTTER NOT EXCEED 10 FEET.
2. WPJ SHALL BE A DEPTH OF $\frac{1}{4}$ TO $\frac{1}{3}$ OF THE CONCRETE THICKNESS.
3. EXPANSION JOINT (EXP JT) SHALL BE FULL DEPTH.
4. SIDEWALK:

WPJ SHALL BE QUICKJOINTS AND FINISHED WITH A BUTTERFLY TOOL (R= $\frac{1}{8}$ inch).

 - a. FORMED CURB AND GUTTER:

EXP JT SHALL BE $\frac{1}{4}$ INCH THICK PREMOLDED FILLER (ASPHALT SATURATED FIBER) IN THE TOP OF CURB, FACE OF CURB AND ACROSS THE GUTTER, AS REQUIRED BY THE ENGINEER.
 - b. EXTRUDED CURB AND GUTTER:

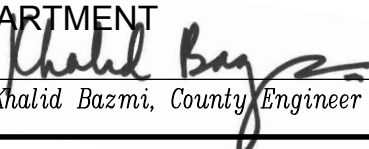
EXP JT SHALL BE CUT (HAND TOOLED) IN THE TOP OF CURB, FACE OF CURB, AND ACROSS THE GUTTER OR SAWCUT (WITHIN 24 HOURS).
 - c. GUTTER TRANSITION:

EXP JT SHALL BE $\frac{1}{4}$ INCH THICK PREMOLDED FILLER, AS REQUIRED BY THE ENGINEER.
5. METER BOXES AND VAULTS SHALL HAVE WPJ SIMILAR TO TREE WELL DETAIL.
6. PREMOLDED FILLER ($\frac{1}{4}$ INCH THICK ASPHALT SATURATED FIBER) SHALL BE PLACED BETWEEN SIDEWALK RETURN AND CURB.

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Revision: August 2018

Approved

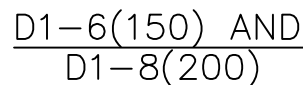
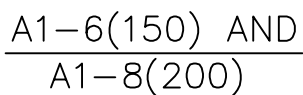

Khalid Bazmi, County Engineer

STD. PLAN

112-2-OC

SPPWC STANDARD PLANS - CURB & SIDEWALK JOINTS

SHT. 1 OF 1



1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



SHEET 1 OF 1

<u>SPPWC #</u>	<u>OCPW #</u>	<u>NAME AND CONDITIONS</u>
120-2	120-2-OC	CURB AND GUTTER-BARRIER

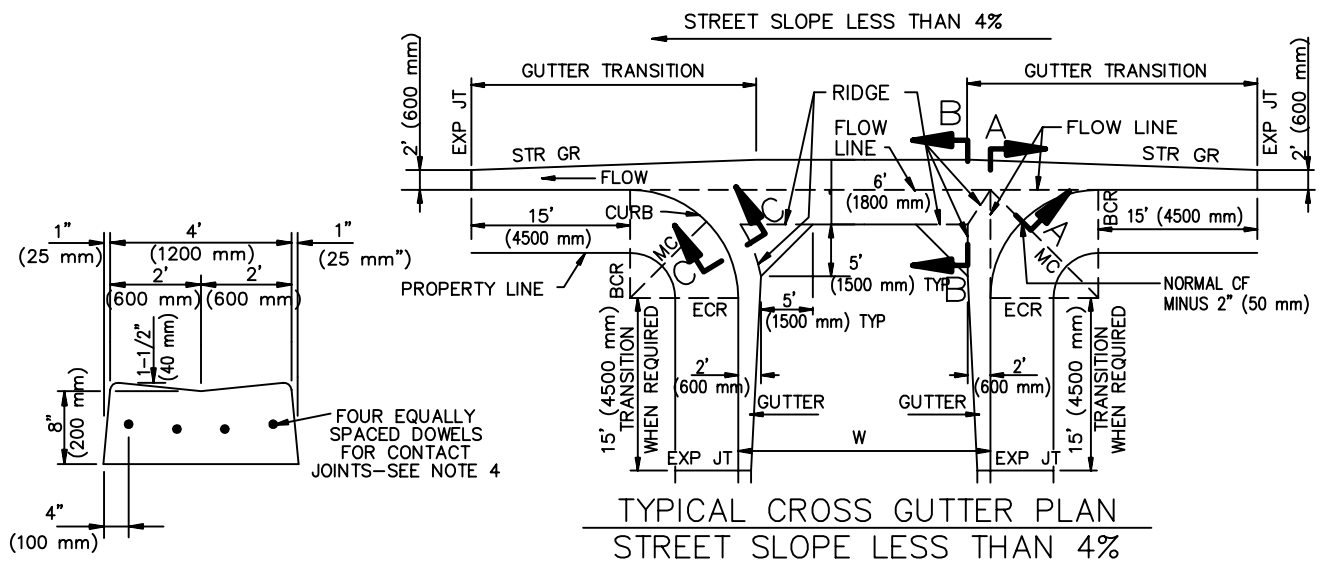
- | | | |
|-------------------------|-----------|-------------------------|
| | < 45 mph | ≥ 45 mph |
| MEDIAN | A1-6(150) | SEE DETAIL
"B" BELOW |
| ADJACENT
TO SIDEWALK | A2-6(150) | A2-6(150) |



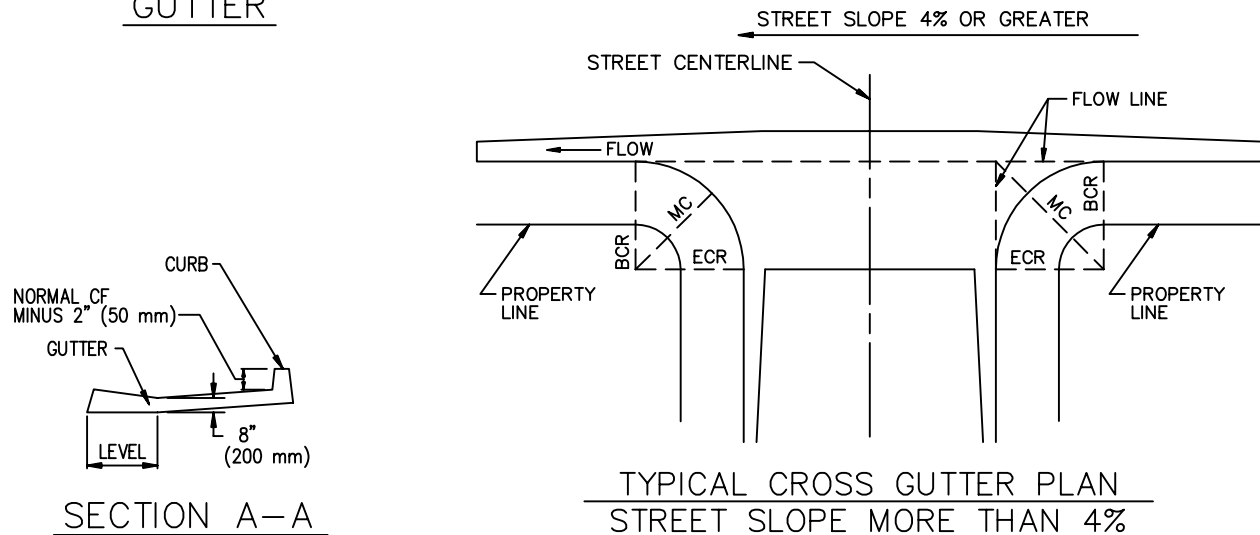
DEPARTMENT
Khalid Bazmi
Khalid Bazmi, County Engineer

SHT. 1 OF 14

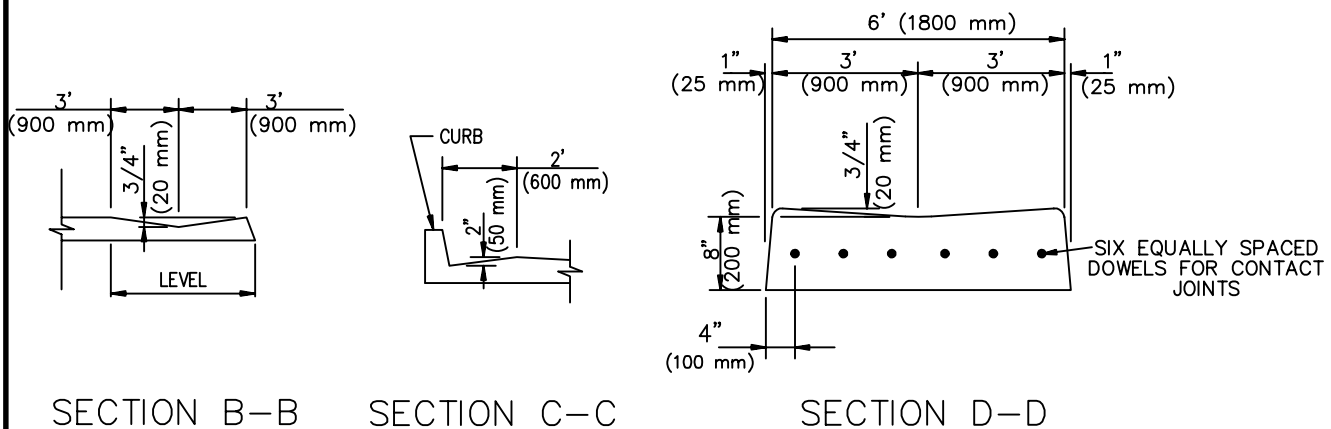
Page 641 of 720



LONGITUDINAL GUTTER



SECTION A-A



SECTION B-B

SECTION C-C

SECTION D-D

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

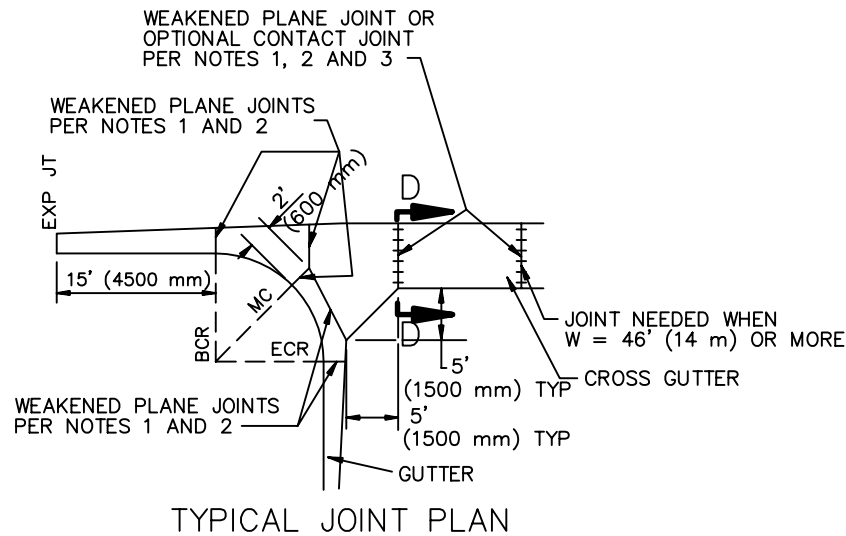
CROSS AND LONGITUDINAL GUTTERS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

122-2

SHEET 1 OF 2



NOTES:

1. WEAKENED PLANE AND/OR CONTACT JOINTS SHALL BE PLACED IN CURB AND GUTTER AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN HEREON.
2. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1-1/2" (40 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
3. DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
4. PLACE A WEAKENED PLANE OR CONTACT JOINT WHERE LONGITUDINAL ALLEY GUTTER JOINS CONCRETE ALLEY INTERSECTION.
5. ALL EXPOSED CORNERS ON PCC GUTTERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
6. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CROSS AND LONGITUDINAL GUTTERS

STANDARD PLAN

122-2

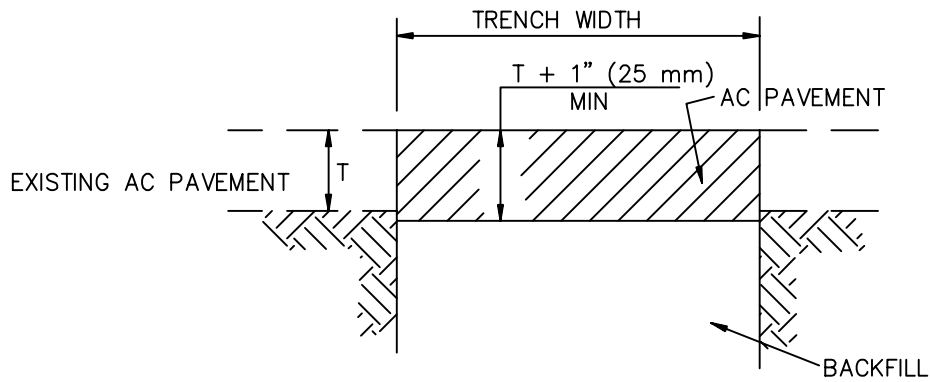
SHEET 2 OF 2

<u>SPPWC #</u>	<u>OCPW #</u>	<u>NAME AND CONDITIONS</u>
122-2	122-2-OC	CROSS AND LONGITUDINAL GUTTERS

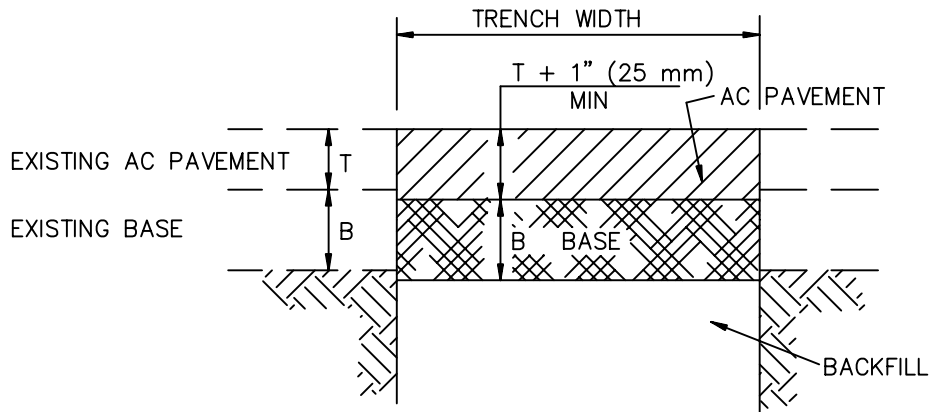
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* SUBGRADE TRANSITION

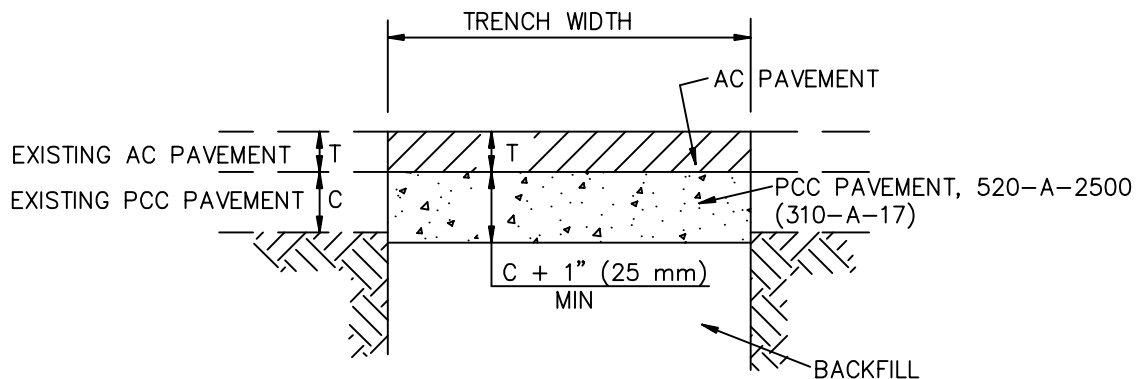
Page 644 of 720



CASE I – WITHOUT BASE



CASE II – WITH BASE



CASE III – AC PVMT ON PCC PVMT

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1993
REV. 2005, 2009

ASPHALT CONCRETE PAVEMENT REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

133-3

SHEET 1 OF 2

NOTES:

1. BACKFILL AND DENSIFICATION SHALL CONFORM TO SSPWC 306-1.3.
3. TEMPORARY RESURFACING SHALL BE PLACED PER SSPWC 306-1.5.1.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

**ASPHALT CONCRETE PAVEMENT
REPLACEMENT**

STANDARD PLAN

133-3

SHEET 2 OF 2

THE FOLLOWING STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, 2009 EDITION, OF THE PUBLIC WORKS STANDARDS, INC. HAVE BEEN ADOPTED BY OCPW WITH CONDITIONS WHICH SHALL APPLY TO OCPW USE. THE CONDITIONS ARE LISTED BELOW.

SPPWC # OCPW # NAME AND CONDITIONS

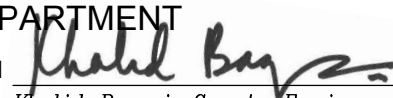
133-3 133-3-OC ASPHALT CONCRETE PAVEMENT REPLACEMENT

1. DELETE NOTES 1 AND 3 OF SPPWC STANDARD PLAN 133-3.
2. PAVEMENT REPLACEMENT SHALL BE "T-CUT" TO EXTEND 12 INCHES BEYOND EACH SIDE OF TRENCH WIDTH. PAVEMENT REMOVAL IN THE AREA OF ADDITIONAL WIDTH SHALL BE BY COLD PLANE OR OTHER METHOD APPROVED BY THE ENGINEER. DEPTH OF REMOVAL SHALL BE AT LEAST 0.15 FEET ON ARTERIAL HIGHWAYS AND AT LEAST 0.12 FEET ELSEWHERE.
3. FULL TRAVEL LANE REPLACEMENT OR GRINDING WITH AT LEAST 0.15 FEET CAP IS REQUIRED ON ALL ARTERIAL HIGHWAYS IN ACCORDANCE WITH SECTION 6-3-60 (D) OF THE ORANGE COUNTY CODIFIED ORDINANCE.
4. FULL TRAVEL LANE REPLACEMENT OR GRINDING WITH AT LEAST 0.12 FEET CAP IS REQUIRED ON ANY STREET IF THE EXISTING SURFACE COURSE HAS BEEN IN PLACE FOR LESS THAN 2 YEARS.
5. SURFACE COURSE AND BASE COURSE ASPHALT CONCRETE PAVEMENT SHALL BE OF THE SAME MIX AS THE EXISTING ASPHALT CONCRETE PAVEMENT(S) UNLESS OTHERWISE APPROVED BY THE ENGINEER.
6. ALL PAVEMENT REMOVALS SHALL BE MADE ON STRAIGHT LINE SAW CUTS A MINIMUM OF 1½ INCHES DEEP. IF CUT LINE IS LESS THAN 36 INCHES FROM A CUT LINE, EXPANSION JOINT OR EDGE, THE EXISTING PAVEMENT SHALL BE REMOVED TO CUT LINES, EXPANSION JOINT OR EDGE OR AS DIRECTED BY THE ENGINEER.
7. DURING EXCAVATION AND SUBGRADE PREPARATION, THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO ENSURE THE PROTECTION OF ALL IMPROVEMENTS, WHETHER PUBLIC OR PRIVATE, INCLUDING UTILITIES AND THEIR SERVICES, FROM ANY DAMAGE THAT COULD OCCUR DUE TO CONTRACTOR'S OPERATION.
8. BACKFILL AND DENSIFICATION SHALL BE DONE IN CONFORMANCE WITH SECTION 306-1.3, "BACKFILL AND DENSIFICATION," OF THE GREENBOOK, EXCEPT AS FOLLOWS:

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Revision: August 2018

Approved


Khalid Bazmi, County Engineer

STD. PLAN

133-3-OC

SPPWC STANDARD PLAN - ASPHALT CONCRETE PAVEMENT REPLACEMENT

SHT. 1 OF 2

THE FOLLOWING STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, 2009 EDITION, OF THE PUBLIC WORKS STANDARDS, INC. HAVE BEEN ADOPTED BY OCPW WITH CONDITIONS WHICH SHALL APPLY TO OCPW USE. THE CONDITIONS ARE LISTED BELOW.

<u>SPPWC #</u>	<u>OCPW #</u>	<u>NAME AND CONDITIONS</u>
133-3	133-3-OC	<u>ASPHALT CONCRETE PAVEMENT REPLACEMENT</u>

- a. TRENCH BACKFILL SHALL BE DENSIFIED TO A MINIMUM OF 90 PERCENT RELATIVE COMPACTION.
- b. WHEN PAVEMENT IS TO BE PLACED DIRECTLY ON SUBGRADE MATERIAL, THE TOP 6 INCHES OF SUBGRADE MATERIAL SHALL BE COMPACTED TO A RELATIVE COMPACTION OF 95 PERCENT.
- 9. TEMPORARY PAVEMENT REPLACEMENT SHALL BE PLACED AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE SPECIFIED BY THE ENGINEER. IT SHALL BE PLACED LEVEL WITH THE EXISTING PAVEMENT ON COMPACTED TRENCH BACKFILL AND SHALL BE A MINIMUM OF 2 INCHES THICK.
- 10. PERMANENT PAVEMENT RESURFACING SHALL BE DONE WITHIN TWO (2) WEEKS AFTER BACKFILLING OF TRENCHES HAS BEEN COMPLETED, AND ONLY AFTER SETTLEMENT HAS TAKEN PLACE AND THE FILL SURFACE HAS SUFFICIENTLY DRIED. ALL CUTS SHALL BE CLEAN AND STRAIGHT.
- 11. CONTACT SURFACES OF EXISTING PAVEMENT, MANHOLE FRAMES AND SHAFTS AND CONCRETE SURFACES SHALL BE GIVEN A TACK COAT BEFORE PERMANENT ASPHALT TRENCH RESURFACING IS PLACED.
- 12. UNLESS PERMANENT PAVEMENT IS PLACED IMMEDIATELY, TEMPORARY BITUMINOUS RESURFACING 2 INCHES THICK SHALL BE PLACED AND MAINTAINED AT LOCATIONS DETERMINED BY THE ENGINEER WHEREVER EXCAVATION IS MADE THROUGH PAVEMENT, SIDEWALK OR DRIVEWAYS. IN SIDEWALK AREAS, THE TEMPORARY BITUMINOUS RESURFACING SHALL BE AT LEAST 1 INCH THICK; IN ALL OTHER AREAS IT SHALL BE AT LEAST 2 INCHES THICK. AT MAJOR INTERSECTIONS AND OTHER CRITICAL LOCATIONS, A GREATER THICKNESS MAY BE ORDERED. TEMPORARY RESURFACING SHALL BE PLACED AS SOON AS THE CONDITION OF THE BACKFILL IS SUITABLE TO RECEIVE IT AND SHALL REMAIN IN PLACE UNTIL THE CONDITION OF THE BACKFILL IS SUITABLE FOR PERMANENT RESURFACING.

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Revision: August 2018

Approved

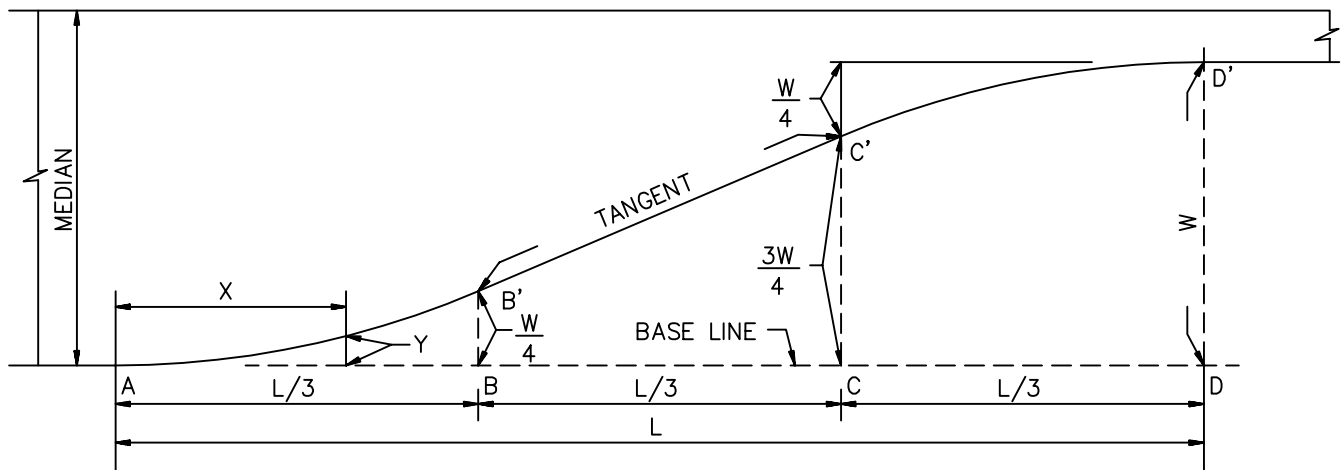

Khalid Bazmi, County Engineer

STD. PLAN

133-3-OC

SPPWC STANDARD PLAN - ASPHALT CONCRETE PAVEMENT REPLACEMENT

SHT. 2 OF 2



$$Y = 2.25W \left(\frac{X}{L} \right)^2$$

L=LENGTH OF TAPER
W=MAXIMUM OFFSET DISTANCE
X=DISTANCE ALONG BASE LINE
Y=OFFSET FROM BASE LINE

L, ft (m)	DISTANCE X, L/12 INCREMENTS, ft (m)											
60' (18.00)	5' (1.50)	10' (3.00)	15' (4.50)	20' (6.00)	25' (7.50)	30' (9.00)	35' (10.50)	40' (12.00)	45' (13.50)	50' (15.00)	55' (16.50)	60' (18.00)
72' (21.60)	6' (1.80)	12' (3.60)	18' (5.40)	24' (7.20)	30' (9.00)	36' (10.80)	42' (12.60)	48' (14.40)	54' (16.20)	60' (18.00)	66' (19.80)	72' (21.60)
90' (27.00)	7.5' (2.25)	15' (4.50)	22.5' (6.75)	30' (9.00)	37.5' (11.25)	45' (13.50)	52.5' (15.75)	60' (18.00)	67.5' (20.25)	75' (22.50)	82.5' (24.75)	90' (27.00)
120' (36.00)	10' (3.00)	20' (6.00)	30' (9.00)	40' (12.00)	50' (15.00)	60' (18.00)	70' (21.00)	80' (24.00)	90' (27.00)	100' (30.00)	110' (33.00)	120' (36.00)
150' (45.00)	12.5' (3.75)	25' (7.50)	37.5' (11.25)	50' (15.00)	62.5' (18.75)	75' (22.50)	87.5' (26.25)	100' (30.00)	112.5' (33.75)	125' (37.50)	137.5' (41.25)	150' (45.00)
W, ft(mm)	OFFSET Y, ft (mm)											
10' (3000)	0.16' (47)	0.62' (188)	1.41' (422)	2.50' (750)	3.75' (1125)	5.00' (1500)	6.25' (1875)	7.50' (2250)	8.59' (2578)	9.38' (2812)	9.84' (2953)	10.00' (3000)
11' (3300)	0.17' (51)	0.69' (206)	1.55' (464)	2.75' (825)	4.13' (1238)	5.50' (1650)	6.88' (2063)	8.25' (2475)	9.45' (2836)	10.31' (3094)	10.83' (3249)	11.00' (3300)
12' (3600)	0.19' (56)	0.75' (225)	1.69' (506)	3.00' (900)	4.50' (1350)	6.00' (1800)	7.50' (2250)	9.00' (2700)	10.31' (3094)	11.25' (3375)	11.81' (3544)	12.00' (3600)
19' (5700)	0.30' (89)	1.19' (356)	2.67' (802)	4.75' (1425)	7.13' (2138)	9.50' (2850)	11.88' (3562)	14.25' (4275)	16.33' (4898)	17.81' (5344)	18.70' (5611)	19.00' (5700)
20' (6000)	0.31' (94)	1.25' (375)	2.81' (844)	5.00' (1500)	7.50' (2250)	10.00' (3000)	12.50' (3750)	15.00' (4500)	17.19' (5156)	18.75' (5625)	19.69' (5906)	20.00' (6000)
21' (6300)	0.33' (98)	1.31' (394)	2.95' (886)	5.25' (1575)	7.88' (2363)	10.50' (3150)	13.13' (3937)	15.75' (4725)	18.05' (5414)	19.69' (5906)	20.67' (6202)	21.00' (6300)
22' (6600)	0.34' (103)	1.38' (412)	3.09' (928)	5.50' (1650)	8.25' (2475)	11.00' (3300)	13.75' (4125)	16.50' (4950)	18.91' (5672)	20.62' (6188)	21.66' (6497)	22.00' (6600)

NOTE:

TO DETERMINE OFFSET DISTANCE FOR ANY LENGTH OF TAPER USE THE FORMULA $Y = 2.25W \left(\frac{X}{L} \right)^2$ FOR THE PORTIONS AB' AND C'D' WHICH ARE PARABOLIC CURVES. THE PORTION B'C' IS A TANGENT. WHEN THE BASE LINE IS CURVED, THE OFFSETS ARE APPLIED TO THE CURVED BASE LINE, AND B'C' IS NO LONGER A TANGENT.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1992, 1996, 2009

MEDIAN TAPER

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

140-3

SHEET 1 OF 1

THE FOLLOWING STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, 2009 EDITION, OF THE PUBLIC WORKS STANDARDS, INC. HAVE BEEN ADOPTED BY OCPW WITH CONDITIONS WHICH SHALL APPLY TO OCPW USE. THE CONDITIONS ARE LISTED BELOW.

SPPWC # OCPW # NAME AND CONDITIONS

140-3 140-3-OC MEDIAN TAPER

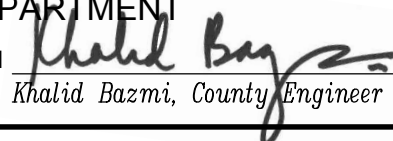
1. 90 FEET (27.00M) FOR SINGLE LEFT TURN POCKET AND 150 FEET (45.00M) FOR A DUAL LEFT TURN POCKET. FOR L=150 FEET, W=20 FEET

DISTANCE X (m)	10' (3.00)	20' (6.00)	30' (9.00)	40' (12.00)	50' (15.00)	60' (18.00)	70' (21.00)	80' (24.00)	90' (27.00)	100' (30.00)	110' (33.00)	120' (36.00)	130' (39.00)	140' (42.00)	150' (45.00)
OFFSET Y (mm)	0.20' (60)	0.80' (240)	1.80' (540)	3.20' (960)	5.00' (1500)	7.00' (2100)	9.00' (2700)	11.00' (3300)	13.00' (3900)	15.00' (4500)	16.80' (5040)	18.20' (5460)	19.20' (5760)	19.80' (5940)	20.00' (6000)

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Revision: August 2018

Approved

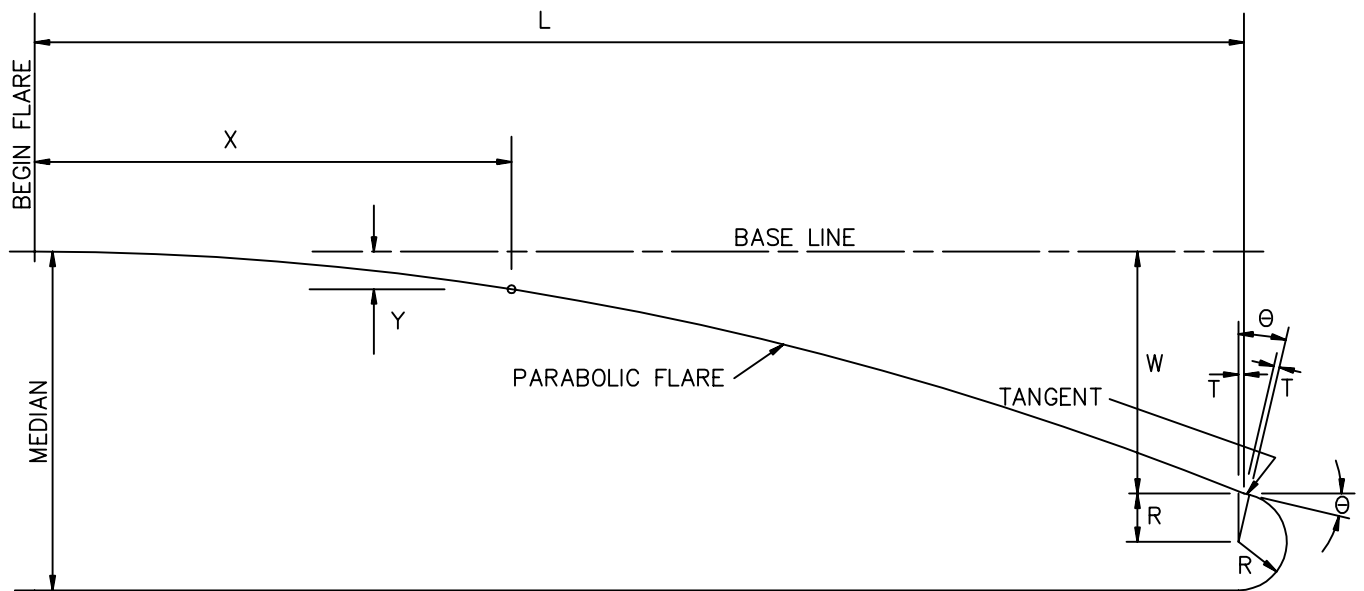

Khalid Bazmi, County Engineer

STD. PLAN

140-3-OC

SPPWC STANDARD PLAN - MEDIAN TAPER

SHT. 1 OF 1



L = LENGTH OF FLARE
 W = MAXIMUM OFFSET DISTANCE
 X = DISTANCE ALONG BASE LINE
 Y = OFFSET FROM BASE LINE
 T = TANGENT LENGTH
 R = RADIUS OF NOSE
 Θ = MAXIMUM FLARE DEFLECTION ANGLE

$$Y = W \left(\frac{X}{L} \right)^2$$

$$\tan \theta = \frac{2W}{L}$$

$$T = R \tan \frac{\theta}{2}$$

IF STATION OF RADIUS POINT IS NOT
 GIVEN ON PLAN, TANGENT DISTANCE
 T MAY BE IGNORED

OFFSET Y, ft (mm)

L, ft (m)	W, ft (mm)	X, ft (m)													
		10' (3.0)	15' (4.5)	20' (6.0')	25' (7.5)	30' (9.0')	40' (12.0)	45' (13.5')	50' (15.0)	60' (18.0')	70' (21.0)	75' (22.5')	80' (24.0)	90' (27.0)	100' (30.0)
W/L = 1:5															
25' (7.5)	5' (1500)	0.80' (240)	1.80' (540)	3.20' (960)	5.00' (1500)										
50' (15.0)	10' (3000)	0.40' (120)	0.90' (270)	1.60' (480)	2.50' (750)	3.60' (1080)	6.40' (1920)	8.10' (2430)	10.00' (3000)						
W/L = 1:10															
50' (15.0)	5' (1500)	0.20' (60)	0.45' (135)	0.80' (240)	1.25' (375)	1.80' (540)	3.20' (960)	4.05' (1215)	5.00' (1500)						
100' (30.0)	10' (3000)	0.10' (30)	0.23' (68)	0.40' (120)	0.63' (188)	0.90' (270)	1.60' (480)	2.03' (608)	2.50' (750)	3.60' (1080)	4.90' (1470)	5.63' (1688)	6.40' (1920)	8.10' (2430)	10.00' (3000)
W/L = 1:15															
45' (13.5)	3' (900)	0.15' (44)	0.33' (100)	0.59' (178)	0.93' (278)	1.33' (400)	2.37' (711)	3.00' (900)							
75' (22.5)	5' (1500)	0.09' (27)	0.20' (60)	0.36' (107)	0.56' (167)	0.80' (240)	1.42' (427)	1.80' (540)	2.22' (667)	3.20' (960)	4.36' (1307)	5.00' (1500)			
90' (27.0)	6' (1800)	0.07' (22)	0.17' (50)	0.30' (89)	0.46' (139)	0.67' (200)	1.19' (356)	1.50' (450)	1.85' (555)	2.67' (800)	3.63' (1089)	4.17' (1250)	4.74' (1422)	6.00' (1800)	

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
 PUBLIC WORKS STANDARDS INC.
 GREENBOOK COMMITTEE
 1984
 REV. 1996, 2009

MEDIAN FLARE

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

141-2

SHEET 1 OF 1

SEE OCPW STANDARD PLAN 141-2-OC FOR CONDITIONS

THE FOLLOWING STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, 2009 EDITION, OF THE PUBLIC WORKS STANDARDS, INC. HAVE BEEN ADOPTED BY OCPW WITH CONDITIONS WHICH SHALL APPLY TO OCPW USE. THE CONDITIONS ARE LISTED BELOW.

SPPWC # OCPW # NAME AND CONDITIONS

141-2 141-2-OC MEDIAN FLARE

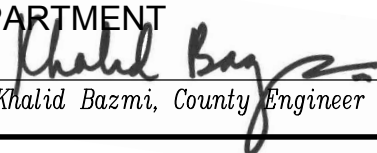
1. 60 FEET (18.00M) FLARE FOR A 14 FEET (4.20M) MEDIAN WIDTH, USE R=4 FEET (1.20M) 100 FEET (30.00M) FLARE FOR A 24 FEET (7.20M) MEDIAN WIDTH, USE R=7 FEET (2.10M) FOR W/L = 1:10

DISTANCE X (m)	10' (3.00)	15' (4.50)	20' (6.00)	25' (7.50)	30' (9.00)	40' (12.00)	45' (13.50)	50' (15.00)	60' (18.00)
OFFSET Y (mm)	0.17' (50)	0.38' (112)	0.67' (200)	1.04' (312)	1.50' (450)	2.67' (800)	3.38' (1012)	4.17' (1250)	6.00' (1800)

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Revision: August 2018

Approved


Khalid Bazmi, County Engineer

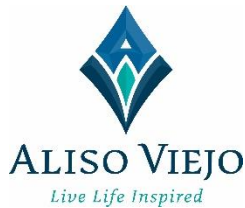
STD. PLAN

141-2-OC

SPPWC STANDARD PLAN - MEDIAN FLARE

SHT. 1 OF 1

Appendix C – Aliso Viejo Encroachment Permit Application



ENCROACHMENT PERMIT APPLICATION

1. Address of Encroachment: _____

2. Purpose/Description: _____

3. Start Date: _____ Duration: _____ Days Completion Date: _____

4. Applicant's Name / Company: _____

Address: _____ City / Zip: _____

Phone: _____ Fax or Email: _____

Field Contact: _____ Cell Phone: _____

5. Applicant's Signature: _____ Date: _____

Single Day or

Non-Construction Permit: Minimum fee is \$178.17.

Multi-Day Permit: Encroachment Permit inspection fees are based upon actual costs billed at current rate. Initial deposits shall be determined by estimating 1 hour/day for the duration of the project, or \$3,650, whichever is greater. Actual inspection time varies based upon project type and duration. Refer to the Financial Disclosure Form (F-100) for more information on deposits.

CITY OF ALISO VIEJO
PUBLIC WORKS DEPARTMENT
12 JOURNEY, SUITE 100 / ALISO VIEJO, CA 92656
PHONE: 949/425-2530 / FAX: 949/425-3899
EMAIL: public-works@AVCity.org

CITY OF
Aliso Viejo

12 JOURNEY, SUITE 100
ALISO VIEJO, CA 92656
(949) 425-2530



DEPARTMENT OF
PUBLIC WORKS

***ENCROACHMENT
PERMIT MUST
REMAIN ON-SITE**

**ENCROACHMENT PERMIT
INSPECTION NOTIFICATION**

Encroachment

Permit Number: _____

1. Name / Company: _____

Address: _____ City / Zip: _____

Phone: _____ Fax: _____ Email: _____

2. Contractor: _____

Field Contact: _____ Cell Phone: _____

3. Inspection

Date: _____ ☐ AM ☐ PM AM = 8am-12noon
M T W Th F PM = 12noon to 4pm

4. Type of Encroachment Inspection:

- | | | |
|--|--|---|
| ☐ Asphalt Repair and Paving | ☐ Condition of Street Before Work | ☐ Condition of Street After Work |
| ☐ Curb and Gutter | ☐ Sidewalk | ☐ Traffic Control |
| ☐ Trench Backfill | ☐ Trench Depth | ☐ Other (specify): _____ |

FOR CITY INSPECTORS USE ONLY

Initial Inspection: ☐ PASS ☐ FAIL

Final Inspection: ☐ PASS ☐ FAIL

Date: _____ City Inspector: _____ Date: _____ City Inspector: _____

Inspector Comments: _____

*Inspections must be scheduled before the start of work (Initial) and at project completion (Final).
Please fax or email the Inspection Notification form to Public Works 48 hours in advance.
An authorized representative must be on-site.*

Public Works Department
Phone: 949/425-2530 / Fax: 949/425-3899
Email: public-works@cityofaliso Viejo.com

CITY OF ALISO VIEJO ENCROACHMENT PERMIT

STANDARD CONDITIONS

1. Permits issued by this Department are pursuant to the authority vested by the City Council for the City of Aliso Viejo hereinafter referred to as City.
2. Permittee agrees to save City, its agencies, etc. including its officers, agents or employees, harmless from any and all penalties, liabilities or loss resulting from claims or court actions, arising directly out of any damage or injury to persons or property by reason of the acts or omissions of Permittee, its agents, employees or independent contractors in exercising any of the privileges herein granted or in consequence thereof.

The permittee shall file a written accident report with the City of Aliso Viejo for any property damage, death or injuries on project site within 48 hours after such incident occurs. The accident report shall include, but is not limited to, the following information, if available: time and date, location, nature of accident, names of people injured, description of property damage, police report number, and description of job site condition at the time of accident.

Failure to file an accident report shall be considered a violation of the permit provisions and may cause revocation of this permit.

Accident report shall be filed with the inspection section assigned to the project. Contact can be made at the following telephone number:

City Engineer 949-425-2531

3. Should any damage or injury to City works occur during initial use and/or as a result of this permitted use, either through the acts of agents, servants, or employees of Permittee or by any independent contractor of Permittee in the exercise of the rights herein granted. Permittee shall immediately, upon the written demand of City, restore such works to the condition of same on the date of the occurrence of said damage or injury at Permittee's cost or expense. The question as to whether or not any such damage or injury has been caused to the works shall be determined by the City Engineer and his determination shall be final. In the event repair by City is necessary, Permittee shall pay City the cost of such repairs.
4. City reserves the right unto itself to perform any work, upon any portion or all of the area covered by this permit, or to do any other work necessary at any time. Such work may be performed without incurring any liability of any nature whatsoever to the Permittee. It is further understood and agreed that City reserves unto itself the rights of ingress over all or any portion of the subject area.
5. Neither this permit nor any of the rights herein granted shall be assigned without the prior written approval of the City.
6. By acceptance of this permit, Permittee acknowledges and assumes all responsibility for compliance with requirements of other regulatory governing agencies including, but not limited to, zoning regulations, applicable ordinances and laws, etc., of the City of Aliso Viejo the County of Orange, the State of California, or others having regulator control over the use granted herein.
7. A copy of this permit and approved plans, if applicable, shall be maintained at the site of work and be shown to any authorized representative of the City or other regulatory governing agency upon request.

8. No access or work shall be performed within City right-of-way without written notification to the City not less than two work days' advance notice of the initiation of permitted use. The City shall be notified using the City's "Encroachment Notification" form. The City shall be notified before and after the encroachment to inspect and document the condition of the public right of way. Failure of Permittee to obtain inspections shall void this permit and necessitate reapplication by Permittee.
9. This permit may be immediately revoked for reasons in the best interest of the City, including violation of permit provisions or other applicable rules and regulations or for the creation of a nuisance upon notice given by the City Engineer or authorized representative. In the event of such revocation, Permittee shall immediately cease all operations and restore City right of way as directed by City Engineer.
10. Any construction performed within City properties shall be in accordance with City standards and established criteria. Any deviation must be specifically detailed and highlighted on plans in a manner meeting the approval of City Engineer. No uses other than that as stated on this permit shall be exercised. Public right of way shall not be used for administrative operations or storage of equipment, materials, supplies, etc.
11. Traffic control devices to delineate /protect the work area shall be placed per the WATCH Manual, as a minimum. Lane closures require a traffic control plan approved by the City Engineer.
12. All work shall be performed within working hours as specified by the City Engineer.
13. Temporary patching of trenches is required on lateral cuts surface streets immediately after backfilling. Permanent pavement shall be placed within a maximum of thirty (30) working days after completion of backfilling operations. All excavations shall be backfilled or covered or otherwise protected, in a manner meeting the approval of the City Engineer, at the end of each workday.
14. Unless otherwise indicated on permit, all work shall be done in accordance with City Standards and the *Standard Specification for Public Works Construction* latest issues.
15. All improved streets, as shown on *Master Plan of Arterial Highways*, MUST be bored or tunneled. All boring, tunneling and placing conduits, casing and pipelines shall be done in such a manner that the existing driving lanes will NOT be disturbed. If any casing is installed to receive conduit or pipeline, all voids between casing and conduit shall be filled with grout or sand. Bore pit shall not encroach within five (5) feet from edge of pavement.
16. Open cutting of local streets may be permitted. Not more than one-half (1/2) of the width of a traveled way shall be disturbed at one time and the remaining width shall be kept open to traffic. Two-way traffic shall be maintained on pavement at all times.
17. Remove all signs of construction including but not limited to temporary markings for utilities and construction limits, dust and debris, and traffic control devices.
18. The public right-of-way condition including asphalt pavement or striping and markings shall be returned to their original condition. New roadway pavement, striping, and markings shall be placed if directed by the City Engineer.
19. Best Management Practices (BMP) in accordance with storm water regulations and ordinances shall be utilized in all phases of encroachment.

Appendix D – Reserved

Appendix E – Reserved

APPENDIX F – FEDERAL WAGE RATE DETERMINATIONS

"General Decision Number: CA20240024 08/23/2024

Superseded General Decision Number: CA20230024

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Orange County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	01/26/2024
3	02/02/2024
4	02/09/2024
5	02/23/2024
6	03/08/2024
7	05/24/2024
8	06/28/2024
9	07/05/2024
10	07/12/2024
11	08/09/2024
12	08/16/2024
13	08/23/2024

ASBE0005-002 09/01/2023

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 36.97	20.36

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 23.52	13.37

* BRCA0004-010 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 45.53	20.29

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2023

Rates	Fringes
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MARBLE FINISHER.....	\$ 40.21	15.23
TILE FINISHER.....	\$ 34.78	13.64
TILE LAYER.....	\$ 48.29	19.18

BRCA0018-010 09/01/2023

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 39.95	14.65
TERRAZZO WORKER/SETTER.....	\$ 47.85	15.14

CARP0213-001 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 51.60	16.28
(2) Millwright.....	\$ 52.10	16.48
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 51.73	16.28
(4) Pneumatic Nailer, Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 42.80	16.28
(7) Table Power Saw Operator.....	\$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut
sewers or storm drains, on operations in which horizontal
lagging is used in conjunction with steel H-Beams driven or
placed in pre- drilled holes, for that portion of a lagged
trench against which concrete is poured, namely, as a
substitute for back forms (which work is performed by
piledrivers): \$0.13 per hour additional.

CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

ELEC0011-001 01/01/2024

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		

Installer.....\$ 46.47

3%+17.08

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0441-001 01/01/2024

	Rates	Fringes
CABLE SPLICER.....	\$ 60.19	24.24
ELECTRICIAN.....	\$ 57.54	24.16

* ELEC0441-003 06/26/2023

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 44.33	16.43
Technician.....	\$ 31.23	15.39

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems
 Background-Foreground Music Intercom and Telephone
 Interconnect Systems Sound and Musical Entertainment
 Systems Nurse Call Systems Radio Page Systems School
 Intercom and Sound Systems Burglar Alarm Systems
 Low-Voltage Master Clock Systems Multi-Media/Multiplex
 Systems Telephone Systems RF Systems and Antennas and Wave
 Guide

C. *Fire Alarm Systems-installation, wire pulling and
 testing.

D. Television and Video Systems Television Monitoring and
 Surveillance Systems Video Security Systems Video
 Entertainment Systems Video Educational Systems CATV and
 CCTV

E. Security Systems, Perimeter Security Systems, Vibration
 Sensor Systems
 Sonar/Infrared Monitoring Equipment, Access Control Systems,
 Card Access Systems

*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in
 raceways performed at the current electrician wage rate and
 fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

 ELEC0441-004 01/01/2024

	Rates	Fringes
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ELECTRICIAN (TRANSPORTATION
 SYSTEMS, TRAFFIC SIGNALS &
 STREET LIGHTING)

Cable Splicer/Fiber Optic		
Splicer.....	\$ 58.14	24.17
Electrician.....	\$ 57.54	24.16
Technician.....	\$ 43.16	23.72

SCOPE OF WORK: Electrical work on public streets, freeways,
 toll-ways, etc, above or below ground. All work necessary
 for the installation, renovation, repair or removal of
 Intelligent Transportation Systems, Video Surveillance
 Systems (CCTV), Street Lighting and and Traffic Signal work
 or systems whether underground or on bridges. Includes
 dusk to dawn lighting installations and ramps for access to
 or egress from freeways, toll-ways, etc.

Intelligent Transportation Systems shall include all systems
 and components to control, monitor, and communicate with
 pedestrian or vehicular traffic, included but not limited
 to: installation, modification, removal of all Fiber optic
 Video System, Fiber Optic Data Systems, Direct interconnect
 and Communications Systems, Microwave Data and Video
 Systems, Infrared and Sonic Detection Systems, Solar Power
 Systems, Highway Advisory Radio Systems, highway Weight and
 Motion Systems, etc.

Any and all work required to install and maintain any
 specialized or newly developed systems. All cutting,
 fitting and bandaging of ducts, raceways, and conduits.
 The cleaning, rodding and installation of ""fish and pull
 wires"". The excavation, setting, leveling and grouting of
 precast manholes, vaults, and pull boxes including ground

rods or grounding systems, rock necessary for leveling and drainage as well as pouring of a concrete envelope if needed.

JOURNEYMAN TRANSPORTATION ELECTRICIAN shall perform all tasks necessary to install the complete transportation system. JOURNEYMAN TECHNICIAN duties shall consist of: Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

ELEC1245-001 06/01/2024

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 70.16	24.46
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 53.30	22.01
(3) Groundman.....	\$ 40.76	21.51
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 66.63	37.885+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2024

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 64.10	38.75
(2) Dredge dozer.....	\$ 58.13	38.75
(3) Deckmate.....	\$ 58.02	38.75
(4) Winch operator (stern winch on dredge).....	\$ 57.47	38.75

(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	38.75
(6) Barge Mate.....	\$ 57.54	38.75

ENGI0012-024 07/01/2023

	Rates	Fringes
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OPERATOR: Power Equipment
(All Other Work)

GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or

asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (guniting work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types

(Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units -

single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator;
Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between

Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada

state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0433-006 01/01/2024

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 42.53	26.26
Ornamental, Reinforcing and Structural.....	\$ 47.45	34.90

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00300-005 07/01/2024

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 43.88	25.13

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid

on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB00652-001 07/01/2022

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod

steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LAB00652-003 07/01/2022

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

LAB01184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation

(sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01414-001 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 38.92	23.32
PLASTER TENDER.....	\$ 41.47	23.32

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 38.52	18.64

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 09/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 46.28	23.52

PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER.....	\$ 43.45	23.39

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2024

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 43.20	18.03

PLAS0200-009 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

PLAS0500-002 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.00	27.11

PLUM0016-001 09/01/2023

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 42.49	23.86
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 57.18	26.51

PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28

* ROOF0036-002 08/01/2024

	Rates	Fringes
ROOFER.....	\$ 49.43	20.58

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

SFCA0669-008 01/01/2024

DOES NOT INCLUDE SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 45.31	27.91

SFCA0709-003 09/01/2023		

SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES BEYOND THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 54.29	32.00

SHEE0105-003 07/01/2024		

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 59.40	30.34
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 56.95	30.04

TEAM0011-002 07/01/2023		

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 38.19	33.69
GROUP 2.....	\$ 38.34	33.69
GROUP 3.....	\$ 38.47	33.69
GROUP 4.....	\$ 38.66	33.69
GROUP 5.....	\$ 38.69	33.69
GROUP 6.....	\$ 38.72	33.69
GROUP 7.....	\$ 38.97	33.69
GROUP 8.....	\$ 39.22	33.69
GROUP 9.....	\$ 39.42	33.69
GROUP 10.....	\$ 39.72	33.69
GROUP 11.....	\$ 40.22	33.69
GROUP 12.....	\$ 40.65	33.69

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the
interested party's position and by any information (wage
payment data, project description, area practice material,
etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

APPENDIX G – URETEK QUOTE FOR ROADWAY LEVELLING

PROPOSAL FOR SERVICES

Prepared for:

Joe Ames

City of Laguna Hills, CA

La Paz Rd Leveling and Stability - 22/10

Prepared by:

Kyle Olsen

Project Manager

URETEK USA, Inc.

(909) 816-4038

kolsen@uretekusa.com

www.uretekusa.com

Proposal date:

October 28, 2022

REV1: August 14, 2024



Joe,

URETEK USA, Inc. is pleased to present this proposal for our safe, non-intrusive, and long-lasting polymer repair solutions. URETEK pioneered and refined the polymer ground injection technology in use today. We have 30 years in the business and over 100,000 (and counting) successful projects to date.

Scope of Work:

URETEK proposes to utilize our proprietary, hydro-insensitive, two-part resin technology to inject underneath the roadway for leveling and stabilization purposes. URETEK's polymers are the only to be tried and tested throughout a litany of standardized testing for ongoing Research and Development, to include being the only polymers to have a 100% pass rate in NYDOT's Panel test to prove its hydroinsensitivity, and the only polymers to have the issuance of a Los Angeles Research Report, standardized testing through city-approved testing agencies.

The work consists of the leveling and stabilization of two 20'-0" lengths of roadway on either side of an underlying box culvert, measuring 85'-0" in length across the roadway. The box culvert itself did not display any signs of failure, but the dips in the roadway appeared on both sides of the culvert. Soft soils have developed a birdbath that severely impacts the driveability of the road. The road is heavily traveled at moderate to high speeds, providing a severe health and safety risk for vehicular and pedestrian traffic. The objective of this proposal is to create a platform of solid material with which to support the roadway. With unknown soils conditions, and no existing soils testing, this estimate is being used to support the roadway to prevent differential settlement and to level the depressed section of the road to as level as practicable, however long-term stability cannot be guaranteed, and further settlement may occur, but if further settlement conditions arise then it should arise in the form of uniform settlement.

URETEK will accomplish this by drilling a series of 5/8" holes throughout the approved Scope of Work, beginning 2' from the perimeter of the approved Scope. The holes will be drilled on a 4' grid pattern, and thin-walled hollow steel tubes will be hydraulically driven to the target depths of 4' and 8'. The injection tubes will be countersunk a minimum of 6" below the pavement prior to injection operations to ensure the injection tubes remain underground after completion of the project, without impacting the final structure of the polymer-soil matrix. This will allow mill and overlay operations to occur without damaging the milling machines, and preserves the structure of the polymer-soil matrix by maintaining the structure of the thin-walled steel tubes and their connection to the polymer. URETEK polymers will be injected under pressure at those target depths after the driving of the tubes, allowing the viscous mixture to permeate the soil with maximum efficiency. The resins will then react, creating the expansive polyurethane to encompass the soil particles and fill the void space in the soil. This will tie together the soils in the injected areas, creating a stable matrix of soil and densifying the surrounding soils to increase the bearing capacity in these areas. The stabilization depths of approximately 10' is estimated to support the static and dynamic loading of vehicular traffic throughout the area.

Upon completion of injections of base material, URETEK will realign the 40'x85' roadway to as level as practicable using shallow injections (3 or 4'). Upon completion of the leveling operations, the drilled

injection holes will be sealed using an asphalt mixture in the asphalt overlay sections, and concrete fill in the concrete sections of work. Crews will then perform Method injections directly under the sidewalk slabs in the same Scope Zone to realign the sidewalk slabs with the curb and gutter. These holes will be filled with a cementitious grout. Upon completion of sealing the injection holes, crews will demobilize.

NOTE: While URETEK will handle DigAlert services for underground locates, GPR scanning may be required and will be performed by others. Client responsible for providing As-Built plans for existing utilities, and/or marking out the existing utilities within the Scope of Work.

NOTE: This proposal does not include Traffic Control, and assumes TC will be provided by client or others.

This work shall consist of soil densification to strengthen base and sub-base soils under flexible asphalt, concrete, or composite pavement, by furnishing and injecting expansive polyurethane material into the foundation soils beneath the pavement through holes or injection tubes inserted into drilled holes at locations and depths, as shown on the plans or as directed by the Engineer, while monitoring for movement at the surface. If necessary, injection of material shall continue as needed to lift the pavement to grade.

This problem can be addressed by utilizing the URETEK Deep Injection® (UDI) or the URETEK Method® process in conjunction with our URETEK 486 STAR® hydro-insensitive polymer.

Construction Details:

URETEK will perform the following operations:

- If required, Dynamic Cone Penetrometer (DCP) tests at locations chosen by the URETEK Supervisor will be executed. DCP tests will be used to confirm existing subgrade and/or foundation soil conditions, to locate voids, and to assist in determining or confirming injection depth(s). This plan will include depths, spacing, and pattern for all injections. If testing shows additional injection levels are needed, the URETEK Project Manager will get approval from the client prior to proceeding.
- Pavement Profile will be taken every 10 ft. in a longitudinal direction on edges and center of work area. Profile spots will be taken before and after injections and documented for review. During the procedure for void fill and/or pavement lifting, injections will be monitored by laser level, dial indicator, and/or string line.
- For UDI, holes will be vertically drilled to a depth sufficient to penetrate below the pavement and into the subgrade. Injection tubes will be inserted to the required depth(s) determined by the DCP test results. The holes shall be sufficiently spaced to fill voids and realign the pavement.
- Production units will have mounted proportion pumps capable of maintaining proper polyurethane component material temperature, material pressure and proper mixing of component materials.

- Certified and calibrated Flow Meters will read injected material amounts of components ("A" + "B").

Proposed Cost:

Location #1: Subject Roadway
33.57766313669805, -117.69850218639856
85' x 40'
Area #1: Subject Roadway - 85' x 40'
Area #2: Subject Sidewalk - 40' x 6'

Estimated Pounds: 24,776
Estimated Cost: \$210,596.00

Total Estimated Pounds = 24,776

Total Material Estimate: \$210,596.00

Mobilization (Each)
1 Each @ \$3,500.00/Each = \$3,500.00

Total Estimate: \$214,096.00

This pricing is valid for up to 30 days from the date of this proposal.

Changes to Scope of Work:

All change orders must be approved in writing and signed on behalf of URETEK and the project site representative.

Items not Included in Quote:

Traffic Control, Bonding/Bond Participation, Saw Cutting, Sales Tax, Joint/Crack Sealing, Milling of Existing Asphalt Wedges (if required)

Payment Terms:

If agreement is by the pound, client will only pay for product installed. Payment terms are net 30 unless the contract states differently.

BuyBoard National Purchasing Cooperative:

URETEK is able to accept purchase orders directly through BuyBoard (<https://www.buyboard.com>). Pricing is based off of BuyBoard Contract #635-21.

Warranty:

URETEK will provide a two-year unconditional warranty against settlement of more than 1/2" in pavement structures that have been injected. In the unlikely event that movement of more than 1/2" occurs in the injected pavement structure, URETEK will return to inject the pavement structure to lift to proper grade at no charge to the owner. If traffic control is not included in this proposal, URETEK would require that any traffic control required to perform the warranty work be provided by the owner.

Any bonded project shall only provide a one-year warranty from date of substantial completion. This shall not impact the URETEK two-year unconditional warranty described above.

This warranty shall be null if:

- The DCP tests reveal problems deeper than the approved injection plan and the client chooses not to address those problems at the time of this project.
- The client does not perform joint repair and/or crack sealing after URETEK completes their work on the pavement.

Concealed or Unknown Conditions:

It is the responsibility of the owner to provide as-built drawing and site condition information to URETEK before our crew gets on-site to work on a project for the owner. Site condition information includes, but not limited to soil borings reports, pavement structure drawings, water table information, and architectural drawings of structures in the work area. If it is known that there is underground infrastructure: pipes, culverts, duct banks, conduit, etc. in the proposed work area, the owner must identify them prior to work being started. URETEK will be placing tubes into the ground and injecting a low viscosity liquid. While in the liquid phase, the polymer will flow to the weakest area it encounters. If there are cracked or disjointed pipes, culverts, duct banks, conduits, etc., the structure may be infiltrated and filled with polymer. Unless noted by the owner, URETEK will proceed under the assumption that all underground infrastructure is sound. URETEK will not be held responsible for any harm, damage, or costs to repair or replace said structures that are in disrepair or have open joints.

Indemnification & Hold Harmless:

To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor, the Contractor's other subcontractors, the Architect, the Owner and their agents, consultants and employees (the Indemnities) from all claims for bodily injury and property damage other than to the Work itself that may arise from the performance of the Subcontract Work, including reasonable attorneys' fees, costs and expenses, that arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub Subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. This indemnity includes if the Subcontractor or any of its agents, employees, suppliers, or lower-tier Subcontractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts

or similar items owned, leased, or under the control of the Contractor. The Subcontractor shall be entitled to reimbursement of any defense cost paid above Subcontractor's percentage of liability for the underlying claim to the extent attributable to the negligent acts or omissions of the Indemnities.

Schedule:

Schedule will be discussed between URETEK and client after all paperwork has been approved by both sides. Operations can accommodate day or night/weekday and/or weekend work depending on the client's schedule. Traffic can be returned to the project area 15 minutes after our last injection.

Merit Shop Contractor:

URETEK USA, Inc. is a merit shop contractor and all services provided by this proposal will be on a merit shop basis. All reference to labor agreement of any kind, or alluded to, in a contract in principle or a sub-contract, are set aside and not part of this proposal.

Operating Classification:

URETEK USA, Inc. is a self-performing, SBA designated, Small Business Entity. URETEK can also help you achieve your DBE goals.

Primary NAICS:

237310 - Highway, Street, and Bridge Construction

Secondary NAICS:

237110 - Water and Sewer Line and Related Structures Construction

237990 - Railroad Construction & Other Heavy and Civil Engineering Construction

236118 - Remodeling Construction

236210 - Industrial Building Construction

236220 - Construction (including new work, additions, alterations, maintenance, and repairs) of Commercial and Institutional Buildings and Related Structures

238190 - Other Foundation, Structure, and Building Exterior Contractors

238990 - Specialized Trade and Site Preparation

Unique Entity Identifier (UEI) #: PRF6YC157PH5

DUNS #: 556910990

CAGE code: 1T9Y9

URETEK USA, Inc. is an Equal Opportunity Employer hiring minority, disadvantaged, disabled, and veteran personnel.

PROFESSIONAL SERVICES AGREEMENT

GMU Geotechnical, Inc.

Civil Engineering Consulting Services

(Arterial Pavement Rehabilitation Project, CIP 104 & 109)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective the 8th day of October 2024, 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 GMU GEOTECHNICAL, INC., 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 licensed civil engineering firm to provide certain civil engineering consulting services, including quality assurance testing services, for the City's Arterial Pavement Rehabilitation Project – Paseo De Valencia and La Paz Road, CIP Nos. 104 and 109 and Curb Ramp Replacement Project – Alicia Parkway, as well to provide the City with other as-needed civil engineering, project management, and consulting services that may be required on an on-call basis (the "Project").

B. Consultant has submitted to City a proposal, dated September 17, 2024, to provide the City with professional civil engineering consulting services for the Project pursuant to the terms and conditions of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and technical expertise to provide the professional civil engineering consulting services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, training, certification, specialized equipment, or technical expertise necessary to perform the work and services contracted for herein.

D. City desires to retain Consultant to provide such professional civil engineering consulting services 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 the professional

civil engineering consulting services for the Project as set forth in the Proposal/Scope of Work, dated September 17, 2024, 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 Services and Work 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 Proposal/Scope of Work dated September 17, 2024 submitted to the City ("Consultant's Proposal"), which shall both be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal/Scope of Work is attached hereto as Exhibit "A" and is hereby incorporated by reference and 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 (Exhibit "A").

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 elected and appointed 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 elected and appointed 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. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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 the Consultant's Proposal/Scope of Services (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, on a time and materials basis in accordance with the professional 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 Ninety Thousand Dollars (\$90,000.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings deemed reasonably necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. 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 Intentionally omitted.

2.4 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.

2.5 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 term of this 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, or on each task order, if applicable, 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, pandemics, 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 upon the effective date of this Agreement and shall continue in full force and effect for a period of one (1) year, commencing on October 8, 2024 and ending on October 7, 2025.

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first

having issued a project task order.

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 to make all decisions in connection therewith: **Roger W. Schlierkamp, Principal, Director of Pavement Engineering.** 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. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

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 as required by law 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.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars (\$2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. Intentionally omitted.

2. If the policy of insurance is written on a "claims-made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

3. In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Work or Services under the terms of this Agreement.

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 and hold the City, its elected and appointed officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death,

(collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. 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. 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.

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. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

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. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall

provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 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.

8.6 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.

8.7 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.

8.8 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 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by

City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 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

To Consultant: GMU Geotechnical, Inc.
Attention: Roger W. Schlierkamp, P.E., Principal
30336 Esperanza
Rancho Santa Margarita, California 92688
Telephone: (949) 546-0017

10.3 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.

10.4 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.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 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.

10.7 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.

10.8. 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.

10.9 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.

10.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[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

JARAD HILDENBRAND,
City Manager

ATTEST:

(SEAL)
JENNIFER LEE, City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"
GMU GEOTECHNICAL, INC., a
California corporation

By: 

GREGORY SILVER,
President/CEO

By: 

ARON TAYLOR,
Vice President

EXHIBIT "A"

**CONSULTANT'S PROPOSAL/ SCOPE OF WORK
FOR
CIVIL ENGINEERING CONSULTING SERVICES,
INCLUDING
QUALITY ASSURANCE TESTING SERVICES**

DATED: SEPTEMBER 17, 2024

**SCOPE OF SERVICES FOR PROJECT
INCLUDING,
SCHEDULE OF PERFORMANCE
AND
SCHEDULE OF COMPENSATION/ FEES**



September 17, 2024

Mr. Joe Ames
Public Works Director / City Engineer
City of Laguna Hills
24035 El Toro Road,
Laguna Hills, CA 92653

GMU Proposal 24-201-10P

Subject: Proposal to Provide Quality Assurance Testing Services

Project: Arterial Pavement Rehabilitation Project – Paseo De Valencia & La Paz Road, CIP 104 & 109 and Curb Ramp Replacement Project – Alicia Parkway

References: (1) Public Works Plans and Specifications for “Arterial Pavement Rehabilitation Project – Paseo De Valencia & La Paz Road, CIP 104 & 109 and Curb Ramp Replacement Project – Alicia Parkway”, dated 13 August 2024.

(2) Plans for “City of Laguna Hills – Road Rehabilitation Project – Paseo De Valencia Rehabilitation Project from Alicia Parkway to Avenida De La Carlota CIP No. 104”, dated 13 August 2024.

(3) Plans for “City of Laguna Hills – Street Improvement Plans for La Paz Road Pavement Rehabilitation from West City Limit to Intersection of La Paz Road and Alameda Avenue CIP No. 109”, dated 17 April 2024.

Dear Mr. Ames:

GMU is pleased to propose quality assurance testing services for the subject project. Our understanding of this project is based on our review of the referenced plans and specifications as well as our email discussions. We understand that part-time quality assurance testing services are requested for the subject project. The limits and general scope of the project are summarized as follows:

- Paseo De Valencia from Alicia Parkway to Avenida De La Carlota
 - PCC curb, gutter, and sidewalk improvements
 - 6-inch thick AC remove-and-replace
 - 2-inch fiber-reinforced AC or ARHM AC overlay
- La Paz Road from West City Limit/ SR73 to intersection of La Paz Road and Alameda Avenue
 - PCC curb, gutter, and sidewalk improvements
 - 4-inch thick AC remove-and-replace
 - 2-inch fiber-reinforced AC or ARHM AC overlay



To verify that the materials to be placed meet the contract's requirements, we propose to provide periodic quality assurance testing services for this project.

SCOPE OF WORK

- **Aggregate Base and Subgrade:** For the exposed bottom of excavations, such as where localized AC repairs (patches) are performed, the in-place materials will be tested for in-place density and moisture content using a nuclear gauge (ASTM D6938). When a nuclear gauge is used, relative compaction will be calculated based on the in-place density and the results of the maximum density laboratory tests (ASTM D1557). If construction sequencing prevents relative compaction from being determined (i.e., AC patches are filled in almost immediately after excavation and rolling), the in-place material will be probed for stiffness.

- **Laboratory Testing:** Maximum-density and optimum-moisture content (ASTM D1557).

Asphalt Concrete (AC) or Asphalt Rubberized Hot Mix (ARHM) Materials: A GMU Senior Engineering Technician will perform field observations, sampling, and testing of AC materials, including measurement of in-place density using a nuclear gauge (ASTM D2950), as well as monitor temperatures, mix appearance, lift thicknesses, and general AC/ARHM paving operations. Periodic plant inspection and sampling will be performed by a plant technician to document mix proportioning and plant inspection observations. Samples collected from the field and/or plant will be returned to our Caltrans-certified laboratory for various tests.

- **Laboratory Testing:** Hveem Stability (CT 304/366), Hveem maximum density (CT 308), asphalt binder content (CT 382), and gradation (CT 202) tests.
- **Portland cement concrete (PCC) materials testing:** Sets of cylinders will be fabricated and tested for compressive strength (ASTM C39) on an as-requested basis.
- **Project Management, Engineering Support, and Reporting:** GMU will oversee the quality assurance aspects of this project, including attendance of pre-construction and field meetings. Material submittals provided to us will be reviewed.
- **Quality Assurance Report:** Upon project completion, GMU will prepare a final "quality assurance" report that summarizes our materials testing services and test results. This report will include information such as a cover letter, field density test (FDT) test results (i.e., compaction), FDT plans, laboratory test results, and certifications. This report will also include all field reports.

Mr. Joe Ames, City of Laguna Hills.
Proposal to Provide Material Testing Services, City of Laguna Hills

ESTIMATED COST

We propose to provide the scope of work described above for the following estimated costs. These costs have been developed based on our 2024 schedule of charges and will be billed on a time-and-materials basis. Our budget includes 204 hours of observation/testing/sampling by GMU Senior Engineering Technicians and 64 hours of laboratory testing.

Estimated Total\$76,048.00

CLOSURE

Please notify us if the proposed scope of services does not meet your current needs. The proposed scope of services is consistent with the level of care and skill ordinarily exercised by engineering professionals with experience in this area. No warranty, either expressed or implied, is made.

GMU is pleased to have this opportunity to propose our services for your project. Should you have any questions or comments, please feel free to call the undersigned (949-888-6513).

Sincerely,
GMU



Mahmoud Khadem
Mahmoud Khadem, MSc, EIT
Staff Pavement Engineer

Roger Schlierkamp
Roger W. Schlierkamp, MSc, PE C81529
Principal, Director of Pavement Engineering

Attachment(s):

- 2024 Schedule of Charges

MK/RWS/2420110 (9-17-24)



2024 SCHEDULE OF CHARGES

PROFESSIONAL SERVICES

Document Preparation and Project Services	\$ 110.00/hour
CAD/GIS Design Engineer	\$ 128.00/hour
Staff Engineer or Geologist	\$ 170.00/hour
Senior Staff Engineer or Geologist	\$ 188.00/hour
Project Engineer or Geologist	\$ 212.00/hour
Senior Engineer or Geologist	\$ 248.00/hour
Associate Engineer or Geologist	\$ 267.00/hour
Principal/Director	\$ 290.00/hour

FIELD INSPECTION & TESTING SERVICES

Staff Engineering Technician	\$ 110.00/hour*
• Services provided under direct supervision of a Senior Engineering Technician	
Senior Engineering Technician	\$ 128.00/hour*
• Inspections for soils/grading, asphalt, concrete, batch plants, piles/caissons, etc.	
• Certifications by ACI, ICC, Caltrans, local jurisdictions, etc.	
Registered Special Inspector (<i>No 4-hour minimum</i>)	\$ 128.00/hour*
• Certifications by ACI, ICC, Caltrans, local jurisdictions, etc.	
• Reinforced concrete, Post-Tension, Masonry, Welding, Bolting, Fireproofing	
Instrumentation Engineer	\$ 170.00/hour
• Slope inclinometer and Piezometer monitoring	
• Manometer for floor-level surveys	
• Stormwater turbidity & pH meter	
• Groundwater monitoring - pressure transducer, datalogger, water chemistry meter, etc.	
• Pipeline video camera for drains, wells, etc.	
Engineering Seismological Technician (includes 3-channel seismograph)	\$ 170.00/hour
• Blast vibration monitoring	
• Construction vibration & noise monitoring (pile driving, drilling, demolition, etc.)	

***Notes:**

- (1) Rates include vehicle, nuclear density gauge, and equipment for testing, inspection, and sampling.
- (2) No 4-hour minimum charges apply, except for night work.
- (3) Overtime is charged at 1.5 times the base rate. Overtime is defined as time worked on the project in excess of 8 hours per day and all time on Saturdays, Sundays, and holidays.
- (4) Prevailing Wage projects, additional hourly surcharge for Field Personnel per CA Labor Code §1720, et seq.

Add \$ 36.00/hour

LABORATORY TESTING SERVICES

Laboratory Testing	\$ 138.00/hour
<i>(For special materials testing and laboratory costs on a per-test basis, see GMU's Laboratory Fee Schedule)</i>	

OTHER CHARGES

Outside Services	Cost + 15%
Reimbursables & Reprographics	Cost



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 8, 2024
To: Mayor and Council Members
From: Jennifer Lee, City Clerk
Issue: Committee Assignment Reports

Recommendation: That the City Council receive reports from City Council Members on the City Council Committee Assignments listed in the staff report.

Background:

The following are recent meetings and events attended by the City Council for their City Council Committee Assignments.

[Association of California Cities - Orange County \(ACC-OC\)](#)

[2024 Washington DC Advocacy Trip](#)

Council Member Heft and Mayor Pro Tem Sweeney
September 16-19

[Orange County Fire Authority \(OCFA\)](#)

[Board of Directors](#)

Mayor Pro Tempore Sweeney
September 26, Regular Meeting

Fiscal Impact:

The City does not provide any additional compensation to City Council Members for serving on outside agency boards or committees.

Attachments:

None