



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, November 12, 2019 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Don Sedgwick, Mayor

**Janine Heft, Mayor Pro Tempore
Erica Pezold, Council Member**

**Dore J. Gilbert, M.D., Council Member
Dave Wheeler, Council Member**

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

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. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council/Planning Agency. Completion of the form is voluntary. All persons may attend the meeting regardless of whether this form is completed.

Members of the public wishing to address the City Council can do so during the Public Comments portion of the Agenda with a time limitation of three minutes per person, an overall time limit of ten 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.

CLOSED SESSION - CONVENING AT 6:00 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.

ROLL CALL OF CITY COUNCIL MEMBERS

ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

The City Council will convene into Closed Session, in the City Council Conference Room, City Hall, Laguna Hills Civic Center, to consider the following matter(s):

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)(1)

Public Employee Title: City Manager - Annual Performance Evaluation

PUBLIC COMMENT ON CLOSED SESSION ITEM(S)

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

CONVENE INTO CLOSED SESSION

The City Council will convene into Closed Session to consider the matter(s) listed above.

RECONVENE TO CITY COUNCIL CHAMBERS

RECESS



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, November 12, 2019 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Don Sedgwick, Mayor

**Janine Heft, Mayor Pro Tempore
Erica Pezold, Council Member**

**Dore J. Gilbert, M.D., Council Member
Dave Wheeler, Council Member**

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

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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.

PLEDGE OF ALLEGIANCE: MAYOR PRO TEMPORE HEFT

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

1. PRESENTATIONS AND PROCLAMATIONS**1.1 Laguna Hills High School Student Liaison**

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

1.2 Laguna Hills Chamber of Commerce Presentation

Recommendation: That the City Council receive a plaque presentation from the Laguna Hills Chamber of Commerce.

2. PUBLIC COMMENTS

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

3. 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.

3.1 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.

3.2 Approval of Minutes for October 8, 2019, Regular Meeting

Recommendation: That the City Council approve the Minutes for the October 8, 2019, Regular Meeting.

3.3 Approval of Warrant Register for November 12, 2019

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from September 27, 2019, to October 31, 2019, in the amount of \$1,432,889.08.

3.4 Civic Center First Quarter Financial Report for Fiscal Year 2019/2020

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

3.5 Approval of Proposed Professional Services Agreements for On-Call Landscape Architecture Services with (1) Nuvis, Inc.; (2) Richard Fisher Associates, Inc.; and (3) Van Dyke Landscape Architects, Inc.

Recommendation: That the City Council approve the proposed Professional Services Agreements for On-call Landscape Architecture Services with (1) Nuvis, Inc.; (2) Richard Fisher Associates, Inc.; and (3) Van Dyke Landscape Architects, Inc., and authorize the Mayor to execute the Agreements.

3.6 Approval of Final Parcel Map No. 2018-182

Recommendation: That the City Council approve Final Parcel Map No. 2018-182, a subdivision of the property located at southwesterly corner of Alicia Parkway at Paseo de Alicia, the former Philips Mazda site, also known as 24888 Alicia Parkway, Laguna Hills, CA.

3.7 Appointment of Labor Negotiator

Recommendation: That the City Council, pursuant to Government Code Section 54957.6, select and appoint Mayor Sedgwick to serve as the Council's designated representative for purposes of: (A) Facilitating the Annual Performance Evaluation of the City Manager; and (B) Conducting Labor Negotiations with the City Manager, an unrepresented employee.

3.8 FY 2018-19 Development Impact Fees Annual Report

Recommendation: That the City Council approve the FY 2018-19 Development Impact Fees Annual Report pursuant to California Government Code Section 66006.

ITEMS REMOVED FROM THE CONSENT CALENDAR

4. PLANNING AGENCY**4.1. ROLL CALL OF PLANNING AGENCY MEMBERS****4.2. PUBLIC COMMENTS**

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

4.3. APPROVAL OF MINUTES**4.3.1 Approval of Minutes for October 8, 2019, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the October 8, 2019, Regular Meeting.

4.4. ADMINISTRATIVE REPORTS**4.5. PLANNING AGENCY PUBLIC HEARINGS****PLANNING AGENCY ADJOURNMENT****5. CITY COUNCIL PUBLIC HEARINGS****6. ADMINISTRATIVE REPORTS****6.1. City Manager****6.2. Community Development Director****6.2.1 Merlone-Geier Partners Presentation of the Proposed Village at Laguna Hills Redevelopment Project**

Recommendation: That the City Council receive a presentation from Merlone-Geier Partners providing a general overview of a new redevelopment project proposal for the "Village at Laguna Hills" at the former Laguna Hills Mall.

6.2.2 First Reading of Proposed Ordinances Amending Title 10 (Buildings and Construction) and Chapter 5-16 (Fire Code) of the Laguna Hills Municipal Code and Adopting by Reference the 2019 Edition of the California Building Standards Code (California Code of Regulations, Title 24) Consisting of the California Building Code,

Residential Code, Electrical Code, Mechanical Code, Plumbing Code, Energy Code, Historical Building Code, Fire Code, Existing Building Code, Green Building Standards Code, and Referenced Standards Code, Together with Certain Amendments, Additions, and Deletions Thereto

Recommendation: That the City Council:

(1) Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, amending Title 10 (Buildings And Construction) of the Laguna Hills Municipal Code and adopting by reference the 2019 Edition of the California Building Standards Code (California Code of Regulations, Title 24), consisting of the 2019 California Building Code, the 2019 California Residential Code, the 2019 California Electrical Code, the 2019 California Mechanical Code, the 2019 California Plumbing Code, the 2019 California Energy Code, the 2019 California Historical Building Code, the 2019 California Existing Building Code, the 2019 California Green Building Standards Code, and the 2019 California Referenced Standards Code, together with certain amendments, additions, and deletions thereto."

(2) Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, amending Chapter 5-16 (Fire Code) of Title 5 (Health and Sanitation) of the Laguna Hills Municipal Code and adopting by reference the 2019 Edition of the California Fire Code including Appendices B, BB, C, and CC together with certain amendments, additions, and deletions thereto."

(3) Direct staff to place the Ordinances on the November 26, 2019, meeting agenda for a Public Hearing and second reading, and to prepare and publish the appropriate hearing notices.

- 7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS**
- 8. CITY COUNCIL MEMBER COMMENTS**
- 9. CLOSED SESSION**

ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

The City Council will be reconvening into Closed Session, in the City Council Conference Room, City Hall, Laguna Hills Civic Center, to consider the following matter(s):

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)(1)

Public Employee Title: City Manager - Annual Performance Evaluation

B. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Negotiator: Don Sedgwick, Mayor

Unrepresented Employee: Don White, City Manager

PUBLIC COMMENT ON CLOSED SESSION ITEM(S)**ADJOURN TO CITY COUNCIL CONFERENCE ROOM****CONVENE INTO CLOSED SESSION****RECONVENE TO CITY COUNCIL CHAMBERS****CLOSED SESSION REPORT****ADJOURNMENT**

The next Regular Meeting of the City Council/Planning Agency will be November 26, 2019, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by November 6, 2019, at 5:00 pm.



City Clerk

November 6, 2019

Date

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

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

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



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 12, 2019
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Laguna Hills Chamber of Commerce Presentation

RECOMMENDATION: That the City Council receive a plaque presentation from the Laguna Hills Chamber of Commerce.

SUMMARY:

The Laguna Hills Chamber of Commerce would like to acknowledge the City's sponsorship by presenting the City Council with a membership plaque.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 12, 2019
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for October 8, 2019, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the October 8, 2019, Regular Meeting.

ATTACHMENTS:

- 191008 CC Minutes

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

**REGULAR MEETING
MINUTES
Tuesday, October 8, 2019**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

The meeting was called to order at 7:01 p.m. by Mayor Sedgwick.

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER WHEELER

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Don Sedgwick	Mayor	Present	
Janine Heft	Mayor Pro Tempore	Present	
Dore J. Gilbert, M.D.	Council Member	Present	
Erica Pezold	Council Member	Present	
Dave Wheeler	Council Member	Present	

1. PRESENTATIONS AND PROCLAMATIONS

1.1 Laguna Hills High School Student Liaison

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

1.2 Fire Prevention Week, October 6, 2019, through October 12, 2019

Recommendation: The City Council issued a Proclamation declaring October 6, 2019, through October 12, 2019, as "Fire Prevention Week" and Mayor Sedgwick presented the Proclamation to Michael Contreras, Division Chief, Orange County Fire Authority .

1.3 SVUSD Facilities Master Plan Presentation

Recommendation: The City Council received a presentation from Robert Craven, Assistant Superintendent of Facilities at SVUSD.

2. PUBLIC COMMENTS

There were no Public Comments.

3. CONSENT CALENDAR

Motion to approve the Consent Calendar, with Mayor Sedgwick removing Item No. 3.7 and Council Member Pezold removing Item No. 3.12.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Mayor Pro Tempore
SECONDER:	Dore J. Gilbert, M.D., Council Member
AYES:	Don Sedgwick, Mayor; Janine Heft, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Erica Pezold, Council Member; Dave Wheeler, Council Member

3.1 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.

3.2 Approval of Minutes for September 10, 2019, Regular Meeting

Recommendation: That the City Council approve the Minutes for the September 10, 2019, Regular Meeting.

3.3 Approval of Warrant Register for October 8, 2019

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from August 30, 2019, to September 26, 2019, in the amount of \$1,292,336.30.

3.4 Memorandum of Understanding with Special District Risk Management Authority (SDRMA)

Recommendation: That the City Council authorize the City Manager to execute the Memorandum of Understanding and adopt Resolution No. 2019-10-08-1: "A Resolution of the City Council of the City of Laguna Hills, California, approving the form of and authorizing the execution of a Memorandum of Understanding and

authorizing participation in the Special District Risk Management Authority's Health Benefits Program."

3.5 Amendment to the Joint Powers Agreement with the Exclusive Risk Management Authority of California

Recommendation: That the City Council adopt Resolution No. 2019-10-08-2: "A Resolution of the City Council of the City of Laguna Hills, California, approving amendments to the Exclusive Risk Management Authority of California Joint Powers Agreement".

3.6 Proposed Office Lease for Suite 320 with Dayle McIntosh Center for the Disabled, Inc., for 24031 El Toro Road, Suite 320, Laguna Hills, California

Recommendation: That the City Council approve an office lease with Dayle McIntosh Center for the Disabled, Inc., for 24031 El Toro Road, Suite 320, Laguna Hills, California, and authorize the City Manager to execute the Lease.

3.8 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 approve Cooperative Agreement No. C-9-1420 with the Orange County Transportation Authority for the Lake Forest Drive Regional Traffic Signal Synchronization Program Project and authorize the Mayor to sign the Agreement.

3.9 Proposed Professional Services Agreement with IDS Group, Inc., for the Engineering Design Services for the Laguna Hills Community Center Roof and HVAC Refurbishment Project, CIP No. 513-B.

Recommendation: That the City Council approve a proposed Professional Services Agreement with the engineering firm IDS Group, Inc., for engineering design services for the Community Center Roof and HVAC Refurbishment Project and Feasibility Study for a potential new HVAC system in gymnasium and authorize the Mayor to execute the proposed Professional Services Agreement with IDS Group, Inc., for CIP No. 513-B.

3.10 Adoption of a Resolution in Support of the City's Future Application for Proposition 68 Per Capita Funding

Recommendation: That the City Council adopt Resolution No. 2019-10-08-3: "A Resolution of the City Council of the City of Laguna Hills, California, approving application(s) for Per Capita Grant Funds."

3.11 Fiscal Year 2018/2019 Citizens Options for Public Safety (COPS) Fund Budget Amendment

Recommendation: That the City Council adopt Resolution No. 2019-10-08-4: "A Resolution of the City Council of the City of Laguna Hills, California, amending the Fiscal Year 2018/2019 Budget for the Citizens Option for Public Safety (COPS) Fund."

3.13 Extension of a No Parking Zone on the Southerly Side of Gordon Road for Sight Distance Near Imperial Drive (Private Street) and Establishing a No Parking Zone on the Northerly Side of Gordon Road Near Moulton Parkway for Right Turn Access

Recommendation: That the City Council: (1) Find and determine that the proposed parking regulations are not subject to the California Environmental Quality Act pursuant to Sections 15301 (the activity applies to the operation of existing streets, and will not expand the use of those existing streets) and 15061(B)(3) (the activity has no potential for causing a significant effect on the environment) of the CEQA Guidelines, Cal. Code of Regs, Title 14, Chapter 3; and (2) Adopt Resolution No. 2019-10-08-6: "A Resolution of the City Council of the City of Laguna Hills, California, extending the No Parking Anytime zone on the southerly side of Gordon Road for 30 feet westerly of Imperial Drive (private street) and establishing a No Parking Anytime zone on the northerly side of Gordon Road for 120 feet easterly of Moulton Parkway."

3.14 Establishment of City Council Policy No. 125 Regarding Procedures for the Delivery of the City Council Meeting Agenda and Agenda Packet

Recommendation: That the City Council adopt Resolution No. 2019-10-08-7: "A Resolution of the City Council of the City of Laguna Hills, California, adopting City Council Policy No. 125 regarding procedures for the delivery of the City Council meeting agenda and agenda packet."

ITEMS REMOVED FROM THE CONSENT CALENDAR**3.7 Amendment No. 2 to Lease with the Banc of California, a National Association, for 24033 El Toro Rd., Suite 130, Laguna Hills, California**

Recommendation: That the City Council approve Amendment No. 2 to the Lease with the Banc of California, a National Association, for 24033 El Toro Road, Suite 130, Laguna Hills, California, and authorize the Mayor to execute the Amendment.

Mayor Sedgwick removed Item No. 3.7 from the Consent Calendar. This item will return to City Council for consideration at a future date.

3.12 Side Street Stop Sign Installation on Mustang Drive at Buckskin Drive

Council Member Pezold removed Item No. 3.12 from the Consent Calendar to recuse herself from the item due to the close proximity of the stop sign to her residence.

Alan Meghrig, a resident of Laguna Hills, voiced his concerns regarding the stop sign.

Recommendation: That the City Council: (1) Find and determine that the proposed stop control intersection is not subject to the California Environmental Quality Act pursuant to Sections 15060(C)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(C)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, Cal. Code of Regs, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and (2) Adopt Resolution No. 2019-10-08-5: "A Resolution of the City Council of the City of Laguna Hills, California, designating the intersection of Mustang Drive and Buckskin Drive as a stop intersection and authorizing the installation of a one-way side street stop sign on Mustang Drive at Buckskin Drive."

RESULT:	APPROVED [4 TO 0]
MOVER:	Dore J. Gilbert, M.D., Council Member
SECONDER:	Janine Heft, Mayor Pro Tempore
AYES:	Don Sedgwick, Mayor; Janine Heft, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Dave Wheeler, Council Member
RECUSED:	Erica Pezold, Council Member

4. PLANNING AGENCY

Mayor Sedgwick recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills , California, to order at 7:43 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Don Sedgwick	Chair	Present	
Janine Heft	Vice Chair	Present	
Dore J. Gilbert, M.D.	Agency Member	Present	
Erica Pezold	Agency Member	Present	
Dave Wheeler	Agency Member	Present	

4.2. PUBLIC COMMENTS

There were no Planning Agency Public Comments.

4.3. APPROVAL OF MINUTES**4.3.1 Approval of Minutes for September 10, 2019, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the September 10, 2019, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Agency Member
SECONDER:	Janine Heft, Vice Chair
AYES:	Don Sedgwick, Chair; Janine Heft, Vice Chair; Dore J. Gilbert, M.D., Agency Member; Erica Pezold, Agency Member; Dave Wheeler, Agency Member

4.4. ADMINISTRATIVE REPORTS

There were no Planning Agency Administrative Reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Sedgwick reconvened the City Council Meeting at 7:44 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS

6.1. City Manager

6.1.1 Permanent Memorial for the 3/5 Darkhorse Marine Battalion

City Manager White reviewed the information provided in the staff report.

Recommendation: That the City Council direct staff to initiate the recommended design process for a permanent memorial for the City's adopted 3/5 Darkhorse Marine Battalion at the Civic Center.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Council Member
SECONDER:	Janine Heft, Mayor Pro Tempore
AYES:	Don Sedgwick, Mayor; Janine Heft, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Erica Pezold, Council Member; Dave Wheeler, Council Member

6.1.2 Five Lagunas Redevelopment Project Status Update (24155 Laguna Hills Mall, Laguna Hills, CA 92653)

City Manager White reviewed the information provided in the staff report.

Mark Osborn, a resident of Laguna Hills and a member of Five Lagunas Advisory Group (FLAG), provided an update of FLAG's activities regarding the project.

Stephen Logan, Vice President of Development at Merlone Geier, provided an update of Merlone Geier's activities regarding the project and responded to Council requests for additional information.

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

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Mayor Pro Tempore
SECONDER:	Dore J. Gilbert, M.D., Council Member

AYES:	Don Sedgwick, Mayor; Janine Heft, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Erica Pezold, Council Member; Dave Wheeler, Council Member
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6.2. Community Development Director

6.2.1 Staff Presentation Regarding the Regional Housing Needs Assessment (RHNA) for the Upcoming Sixth Cycle Housing Element (2021-2029)

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

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

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Council Member
SECONDER:	Dave Wheeler, Council Member
AYES:	Don Sedgwick, Mayor; Janine Heft, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Erica Pezold, Council Member; Dave Wheeler, Council Member

6.3. Deputy City Manager/Community Services Director

6.3.1 City-Wide Holiday Decoration Plan and Agreement

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

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 Agreement with The Christmas Kings (TCK), as it is hereby found and determined, pursuant to LHMC Section 3-08.110, that compliance is not in the City's best interest at this time; and (2) Approve the Agreement and authorize the City Manager to execute the Agreement

for the Holiday Decoration Plan as revised by the City Council Ad Hoc Committee.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Mayor Pro Tempore
SECONDER:	Dave Wheeler, Council Member
AYES:	Don Sedgwick, Mayor; Janine Heft, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Erica Pezold, Council Member; Dave Wheeler, Council Member

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

There were no matters agendized and presented by City Council Members.

8. CITY COUNCIL MEMBER COMMENTS

Council Member Wheeler

Council Member Wheeler voiced his concerns regarding coordination with Cox Communications fiber optics installations and street improvements.

Council Member Wheeler expressed his desire to receive reports from Joe A. Gonsalves & Son on the lobbying activities they perform on the City's behalf.

Council Member Wheeler voiced his concerns over SB 330 and his desire for a letter to be drafted to our local agencies, ACCOC, League of CA Cities, and SCAG requesting/demanding that they vigorously oppose SB 330. Council Member Wheeler requested that a discussion of this matter be placed on a future agenda and received a second from Mayor Pro Tempore Heft.

Mayor Pro Tempore Heft

Mayor Pro Tempore Heft reported that she, along with Mayor Sedgwick and Council Member Wheeler attended the Laguna Hills High School's Hawks Hail our Heroes event. She further reported that she, along with Mayor Sedgwick and Council Member Pezold attended Lomarena Elementary School's 3rd Annual Hero's Breakfast on 9/11.

Mayor Pro Tempore Heft expressed her excitement regarding the new Stop Drowning Now Club at Laguna Hills High School.

Mayor Pro Tempore extended an invitation to any current or potential business owners in Laguna Hills to attend an address by Sheriff Barnes to the Laguna Hills Chamber of Commerce this Thursday in the Heritage Room at the Laguna Hills Community Center.

Mayor Sedgwick

Mayor Sedgwick echoed Mayor Pro Tempore Heft's remarks regarding Lomarena Elementary School's 3rd Annual Hero's Breakfast.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Sedgwick declared the meeting adjourned at 9:20 p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Don Sedgwick, Mayor

Approved at meeting of November 12, 2019



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 12, 2019
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Approval of Warrant Register for November 12, 2019

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from September 27, 2019, to October 31, 2019, in the amount of \$1,432,889.08.

SUMMARY:

The City issues accounts payable disbursements on a regular basis and presents it to City Council for ratification at its next regularly scheduled City Council Meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from September 27, 2019, to October 31, 2019, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

ATTACHMENTS:

- Warrant Register - November 12, 2019
- Warrant Register Payables Detail Report - November 12, 2019



City of Laguna Hills, CA

Warrant Register - November 12, 2019

By Check Numb

Date Range: 09/27/2019 - 10/31/20

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
8816831	Z-CS-0081	ACACIA KNOLLS HOMEOWNERS ASSOC.	10/03/2019	250.00
8816832	A-0138	ALL CITY MANAGEMENT, INC.	10/03/2019	5,059.20
8816833	B-0304	BEE MAN, THE	10/03/2019	175.00
8816834	Z-CD-0192	BERNARD, PAUL	10/03/2019	166.69
8816835	Z-CD-0130	BIENEK, DAVID	10/03/2019	3,300.00
8816836	C-1102	CALIFORNIA BUILDING STANDARDS COMMISSION	10/03/2019	529.00
8816837	S-2162	CARLSEN, SANDY	10/03/2019	91.87
8816838	C-1022	CDW GOVERNMENT, INC.	10/10/2019	(880.71)
8816838	C-1022	CDW GOVERNMENT, INC.	10/03/2019	880.71
8816839	Z-CS-0028	COMPASS BIBLE CHURCH	10/03/2019	1,000.00
8816840	C-1139	COMPLETE OFFICE OF CALIFORNIA	10/03/2019	202.91
8816841	C-1176	COMPUTER SERVICE CO.	10/03/2019	4,872.80
8816842	Z-CD-0191	COOPER, SCOTT	10/03/2019	100.80
8816843	C-0023	COX COMMUNICATION	10/03/2019	614.12
8816844	D-0453	DEPARTMENT OF CONSERVATION	10/03/2019	789.28
8816845	D-0423	DIVISION OF THE STATE ARCHITECT STATE OF CALIFORNIA	10/03/2019	185.20
8816846	E-0554	ECONOMICS, INC.	10/03/2019	5,267.65
8816847	Z-CD-0190	EFTEKHARI, HAYDAR ALI	10/03/2019	100.00
8816848	E-0593	EISENBERG, DALE	10/03/2019	819.00
8816849	E-0504	EL TORO WATER DISTRICT	10/03/2019	17,390.46
8816850	H-0959	HABASH, JOHN	10/03/2019	78.40
8816851	H-0803	HARDY & HARPER INC.	10/03/2019	52,107.89
8816852	H-0934	HOME DEPOT	10/03/2019	14.55
8816853	I-0960	IRV SEAVER MOTORCYCLES	10/03/2019	1,659.42
8816854	Z-CD-0147	JIM MURRAY ROOFING INC.	10/03/2019	3,150.00
8816855	Z-CD-0197	KHALAJ, STEVE	10/03/2019	100.00
8816856	L-1381	LEE, JENNIFER	10/03/2019	15.66
8816857	Z-CS-0079	MCCLELLAN, ANN-MARIE	10/03/2019	500.00
8816858	M-1590	MILLENNIUM ALARM SYSTEMS, INC.	10/03/2019	1,000.00
8816859	Z-CD-0194	MITSUDA, KAZ	10/03/2019	19.15
8816860	M-1388	MOBILE MINI, INC.	10/03/2019	82.97
8816861	N-1474	NIEVES LANDSCAPE, INC.	10/03/2019	240.00
8816862	O-1546	OFFICE SOLUTIONS	10/03/2019	328.48
8816863	Z-CD-0193	OROZCO, FRANKLIN	10/03/2019	1,862.71
8816863	Z-CD-0193	OROZCO, FRANKLIN	10/10/2019	(1,862.71)
8816864	C-1003	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	10/03/2019	1,769.00
8816865	Z-CS-0195	RAHIMIAN, CATHERINE	10/03/2019	250.00
8816866	R-1976	REAL ESTATE CONSULTING & SERVICES, INC.	10/03/2019	215.00
8816867	R-1967	RUSSELL, RICHARD WYATT	10/03/2019	2,297.60
8816868	S-1957	SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT	10/03/2019	880.00
8816869	Z-CD-0196	SIVANATHAN, RATNAVEL	10/03/2019	133.50
8816870	S-1904	SOUTHERN CALIFORNIA EDISON	10/03/2019	3,201.80
8816871	S-2250	SPARKLETTES	10/03/2019	115.39
8816872	S-2209	STUDIO TWO BLACK DIAMOND	10/03/2019	86.20
8816873	T-2709	TOT LOT PROS	10/03/2019	2,410.82
8816874	U-2165	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	10/03/2019	142.50
8816875	V-2249	US BANK VOYAGER FLEET SYSTEM	10/03/2019	1,135.45
8816876	Z-CD-0198	VAZQUEZ, PATRICIA	10/03/2019	840.00
8816877	Z-CS-0194	VETTERS, MICHAEL	10/03/2019	110.00
8816878	W-2449	WARD, DAVID	10/03/2019	225.35
8816879	W-2448	WEST GATE CONTRACTOR	10/03/2019	21,145.00
8816880	Z-CD-0195	WRIGHT, BRENDA	10/10/2019	(1,346.05)

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Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8816880	Z-CD-0195	WRIGHT, BRENDA	10/03/2019	1,346.05
8816881	Z-CD-0105	ALAN SMITH POOL PLASTERING	10/10/2019	231.78
8816882	A-0360	ARC DOCUMENT SOLUTIONS, LLC	10/10/2019	137.46
8816883	A-0304	AU-YEUNG, MELISSA	10/10/2019	375.00
8816884	B-0229	BSN SPORTS	10/10/2019	2,084.12
8816885	C-1179	CANON SOLUTIONS AMERICA	10/10/2019	211.13
8816886	C-1022	CDW GOVERNMENT, INC.	10/10/2019	193.70
8816887	C-1203	CHRISTMAS KINGS, THE	10/10/2019	42,625.00
8816888	C-1139	COMPLETE OFFICE OF CALIFORNIA	10/10/2019	159.06
8816889	C-0023	COX COMMUNICATION	10/10/2019	195.86
8816890	D-0561	DOCU-TRUST LAGUNA VAULT	10/10/2019	75.00
8816891	D-0573	DONALD J. HANNAH & ASSOCIATES	10/10/2019	1,800.00
8816892	E-0553	ELKINS, CHRISTINA	10/10/2019	1,774.50
8816893	F-0719	FOUNDATIONS DANCE STUDIO	10/10/2019	4,790.80
8816894	H-0829	HARTZOG & CRABILL, INC.	10/10/2019	435.00
8816895	H-0960	HR GREEN PACIFIC, INC.	10/10/2019	49,489.10
8816896	I-0942	IRVINE RANCH WATER DISTRICT	10/10/2019	159.77
8816897	J-1082	JONES DAY	10/10/2019	8,258.40
8816898	K-1126	KNIGHT, LORNA ANGELA	10/10/2019	1,948.80
8816899	K-1193	KOSMONT COMPANIES	10/10/2019	4,641.20
8816900	Z-CD-0199	MCCORMACK ROOFING	10/10/2019	1,290.00
8816901	N-1474	NIEVES LANDSCAPE, INC.	10/10/2019	89,074.00
8816902	O-1546	OFFICE SOLUTIONS	10/10/2019	387.20
8816903	O-1500	ORANGE COUNTY REGISTER	10/10/2019	53.56
8816904	Z-CS-0196	PALOMERA, MARISOL	10/10/2019	155.00
8816905	S-1902	SAN DIEGO GAS & ELECTRIC	10/10/2019	9,826.13
8816906	S-1935	SAN JOAQUIN HILLS TRANSPORT CORRIDOR AGENCY,	10/10/2019	1,264.00
8816907	S-1904	SOUTHERN CALIFORNIA EDISON	10/10/2019	13,234.72
8816908	S-2095	STONE IMAGERY	10/10/2019	269.38
8816909	T-2698	TPX COMMUNICATIONS	10/10/2019	527.90
8816910	V-2224	VERIZON WIRELESS	10/10/2019	1,661.12
8816911	W-2337	WEST COAST ARBORISTS, INC.	10/10/2019	13,666.70
8816912	W-2426	WHITE NELSON DIEHL EVANS LLP	10/10/2019	11,110.00
8816913	X-2400	XEROX CORPORATION	10/10/2019	844.81
8816914	A-0359	ANDERSON PENNA PARTNERS, INC.	10/17/2019	16,166.00
8816915	A-0365	AT&T - CALNET 3	10/17/2019	241.95
8816916	B-0437	BRINKS, INCORPORATED	10/17/2019	156.94
8816917	C-1160	CALIFORNIA SPECIAL DISTRICTS ASSOCIATION	10/17/2019	1,446.00
8816918	C-1133	CALIFORNIA YELLOW CAB	10/17/2019	1,264.00
8816919	C-1144	CHARLES ABBOTT ASSOCIATES, INC	10/17/2019	93,040.51
8816920	C-1139	COMPLETE OFFICE OF CALIFORNIA	10/17/2019	613.99
8816921	C-1176	COMPUTER SERVICE CO.	10/17/2019	8,176.70
8816922	C-0023	COX COMMUNICATION	10/17/2019	851.31
8816923	H-0829	HARTZOG & CRABILL, INC.	10/17/2019	1,625.00
8816924	J-1057	JAMEY CLARK, INC.	10/17/2019	376.00
8816925	Z-CD-0200	LA PAZ SHOPPING CENTER, LP	10/17/2019	1,346.05
8816926	L-1383	LABOR LAW POSTER SERVICE LLC	10/17/2019	89.50
8816927	Z-CD-0117	M SQUARED WIRELESS	10/17/2019	1,862.71
8816928	M-1302	MOULTON NIGUEL WATER DISTRICT	10/17/2019	23,116.95
8816929	M-1535	MUSIC MOVES ACADEMY, INC.	10/17/2019	1,732.50
8816930	Z-CD-0202	NICK SATTER INC	10/17/2019	500.00
8816931	C-1008	NPDES OC TREASURER-TAX COLLECTOR	10/17/2019	12,611.16
8816932	O-1608	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	10/17/2019	966.00
8816933	P-1829	PEST OPTIONS, INC.	10/17/2019	225.00
8816934	R-1967	RUSSELL, RICHARD WYATT	10/17/2019	1,324.00
8816935	S-2300	S&S WORLDWIDE INC	10/17/2019	25.31
8816936	S-1902	SAN DIEGO GAS & ELECTRIC	10/17/2019	410.51
8816937	Z-CD-0201	SHURGARD CALIFORNIA PROPERTIES, LLC	10/17/2019	5,379.38
8816938	S-2296	SHUTE, MIHALY WEINBERGER LLP	10/17/2019	586.60
8816939	Z-CS-0198	SOLORIO, PRISCILLA	10/17/2019	500.00
8816940	S-1944	SOUTHERN CALIF MUN ATHLETIC FEDERATION	10/17/2019	636.50

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Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8816941	S-1904	SOUTHERN CALIFORNIA EDISON	10/17/2019	49.09
8816942	S-2250	SPARKLETTS	10/17/2019	149.63
8816943	S-2201	SUNSET PROPERTY SERVICES JONSET CORPORATION	10/17/2019	12,091.22
8816944	Y-2511	YALE CHASE MATERIALS HANDLING	10/17/2019	1,806.79
8816945	Z-CS-0197	ZATARAIN CRUZ, MIREYA	10/17/2019	687.32
8816946	A-0317	ABRAHAM, MICHAEL	10/24/2019	2,625.00
8816947	A-0138	ALL CITY MANAGEMENT, INC.	10/24/2019	5,059.20
8816948	Z-CD-0130	BIENEK, DAVID	10/24/2019	6,000.00
8816949	C-1177	CANON FINANCIAL SERVICES, INC.	10/24/2019	533.69
8816950	Z-CD-0206	CASCO CONTRACTORS	10/24/2019	1,190.00
8816951	C-1191	COMMUNICATIONS CHGS- LAW ENF - COUNTY OF ORANGE	10/24/2019	1,742.89
8816952	C-0023	COX COMMUNICATION	10/24/2019	95.00
8816953	D-0461	DATA TICKET, INC.	10/24/2019	522.69
8816954	D-0575	DOG WASTE DEPOT	10/24/2019	538.64
8816955	E-0593	EISENBERG, DALE	10/24/2019	1,081.50
8816956	E-0553	ELKINS, CHRISTINA	10/24/2019	91.00
8816957	Z-CD-0010	ESPLANADE BUILDERS, INC.	10/24/2019	2,489.50
8816958	F-0719	FOUNDATIONS DANCE STUDIO	10/24/2019	238.00
8816959	H-0829	HARTZOG & CRABILL, INC.	10/24/2019	5,176.90
8816960	Z-CD-0147	JIM MURRAY ROOFING INC.	10/24/2019	1,200.00
8816961	Z-CS-0199	LOPEZ, GLORIA	10/24/2019	500.00
8816962	Z-CD-0199	MCCORMACK ROOFING	10/24/2019	840.00
8816963	M-1388	MOBILE MINI, INC.	10/24/2019	82.97
8816964	M-1302	MOULTON NIGUEL WATER DISTRICT	10/24/2019	4,865.93
8816965	C-1008	NPDES OC TREASURER-TAX COLLECTOR	10/24/2019	2,317.95
8816966	Z-CD-0203	PACIFIC CREST ROOFING	10/24/2019	2,250.00
8816967	R-1830	RALPHS GROCERY COMPANY	10/24/2019	118.83
8816968	R-1976	REAL ESTATE CONSULTING & SERVICES, INC.	10/24/2019	2,075.00
8816969	R-1813	RPW SERVICES, INC.	10/24/2019	1,560.00
8816970	R-1967	RUSSELL, RICHARD WYATT	10/24/2019	1,366.40
8816971	Z-CD-0204	SCURRAH, JEFF	10/24/2019	960.00
8816972	S-1904	SOUTHERN CALIFORNIA EDISON	10/24/2019	820.61
8816973	S-2250	SPARKLETTS	10/24/2019	110.40
8816974	Z-CD-0205	STORM MMA, LLC	10/24/2019	3,127.00
8816975	W-2302	WEST PUBLISHING CORPORATION THOMSON REUTERS - WEST	10/24/2019	251.52
8816976	A-0138	ALL CITY MANAGEMENT, INC.	10/31/2019	4,553.28
8816977	B-0432	BARTEL ASSOCIATES, LLC	10/31/2019	1,300.00
8816978	B-0304	BEE MAN, THE	10/31/2019	155.00
8816979	C-1191	COMMUNICATIONS CHGS- LAW ENF - COUNTY OF ORANGE	10/31/2019	3,314.00
8816980	C-1139	COMPLETE OFFICE OF CALIFORNIA	10/31/2019	127.46
8816981	C-0023	COX COMMUNICATION	10/31/2019	211.81
8816982	E-0504	EL TORO WATER DISTRICT	10/31/2019	14,614.20
8816983	C-1190	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	10/31/2019	1,503.00
8816984	H-0829	HARTZOG & CRABILL, INC.	10/31/2019	3,797.03
8816985	H-0848	HDL, COREN & CONE	10/31/2019	2,700.00
8816986	H-0934	HOME DEPOT	10/31/2019	150.79
8816987	G-0709	JOE A. GONSALVES & SON	10/31/2019	2,900.00
8816988	J-1082	JONES DAY	10/31/2019	4,092.64
8816989	M-1302	MOULTON NIGUEL WATER DISTRICT	10/31/2019	2,761.23
8816990	N-1474	NIEVES LANDSCAPE, INC.	10/31/2019	9,674.65
8816991	O-1546	OFFICE SOLUTIONS	10/31/2019	120.38
8816992	R-1975	RAHE ELECTRIC	10/31/2019	725.01
8816993	R-1976	REAL ESTATE CONSULTING & SERVICES, INC.	10/31/2019	1,330.39
8816994	R-1841	ROSENFELD, KEN	10/31/2019	1,668.48
8816995	R-1813	RPW SERVICES, INC.	10/31/2019	1,560.00
8816996	S-1904	SOUTHERN CALIFORNIA EDISON	10/31/2019	1,819.45
8816997	S-2301	SUPERIOR RECREATIONAL PRODUCTS	10/31/2019	2,479.93
8816998	W-2337	WEST COAST ARBORISTS, INC.	10/31/2019	34,087.05
8816999	R-1801	WOODRUFF, SPRADLIN & SMART	10/31/2019	18,646.75

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Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0000989	B-0276	BANK OF AMERICA VISA CARD	10/15/2019	3,349.15
DFT0000990	B-0276	BANK OF AMERICA VISA CARD	10/15/2019	1,287.14
DFT0000991	B-0276	BANK OF AMERICA VISA CARD	10/15/2019	753.65
DFT0000992	B-0276	BANK OF AMERICA VISA CARD	10/15/2019	404.01
DFT0000993	B-0276	BANK OF AMERICA VISA CARD	10/15/2019	2,346.93
DFT0000994	B-0276	BANK OF AMERICA VISA CARD	10/15/2019	1,868.95
DFT0000995	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	10/04/2019	670,583.17

Bank Code AP Bank Summary

Payment Type	Payable	Payment	Discount	Payment
	Count	Count		
Regular Checks	220	169	0.00	756,385.55
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	(4,089.47)
Bank Drafts	7	7	0.00	680,593.00
EFT's	0	0	0.00	0.00
	227	179	0.00	1,432,889.08

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City of Laguna Hills, CA

Warrant Register Payables Detail Report

By Fund

Payment Dates 09/27/2019 - 10/31/2019

Payment Date	Vendor Name	Payment Number	Description (Payable)	Account Number	Amount
Fund: 100 - GENERAL FUND					
10/03/2019	MILLENNIUM ALARM SYSTEMS, INC.	8816858	Annual Maintenance, Cameras, CS, 11/1/19-	100-195-720050	1,000.00
10/03/2019	EL TORO WATER DISTRICT	8816849	Water Usage, Public Services, Aug '19	100-355-635000	17,390.46
10/03/2019	COX COMMUNICATION	8816843	T-1 Line, Sep '19	100-195-630000	402.31
10/03/2019	COX COMMUNICATION	8816843	Cable, City Hall, Sep '19	100-195-630000	32.19
10/03/2019	COX COMMUNICATION	8816843	WiFi, City Hall, Sep '19	100-195-630000	179.62
10/03/2019	RUSSELL, RICHARD WYATT	8816867	Contract Instructor Services, Tennis	100-310-721500	2,297.60
10/03/2019	HABASH, JOHN	8816850	Contract Instructor Services, Dance	100-310-721500	78.40
10/03/2019	EISENBERG, DALE	8816848	Contract Instructor Services, Aikido	100-310-721500	766.50
10/03/2019	DEPARTMENT OF CONSERVATION	8816844	Remittance, SMIP Fee, Jul - Sep '19	100-000-221001	69.94
10/03/2019	DEPARTMENT OF CONSERVATION	8816844	Remittance, SMIP Fee, Jul - Sep '19	100-000-221002	719.34
10/03/2019	EISENBERG, DALE	8816848	Contract Instructor Services, Aikido	100-310-721500	52.50
10/03/2019	CALIFORNIA BUILDING STANDARDS COMMISSION	8816836	Building Standard Fund, Jul - Sep '19	100-000-221011	587.00
10/03/2019	DIVISION OF THE STATE ARCHITECT STATE OF CALIFORNIA	8816845	Disability Access Fees, Jul - Sep '19	100-000-221012	1,852.00
10/03/2019	CALIFORNIA BUILDING STANDARDS COMMISSION	8816836	Building Standard Fund, Jul - Sep '19	100-000-442000	(58.00)
10/03/2019	WARD, DAVID	8816878	Refund of deposit, R #5194	100-000-456001	225.35
10/03/2019	LEE, JENNIFER	8816856	Mileage Reimbursement, City Clerk, 7/11 - 9/26	100-155-613000	15.66
10/03/2019	SOUTHERN CALIFORNIA EDISON	8816870	Street Lights, Traffic Control, Aug '19	100-355-631000	150.92
10/03/2019	SOUTHERN CALIFORNIA EDISON	8816870	Street Lights, Traffic Control, Aug '19	100-355-631400	87.45
10/03/2019	SOUTHERN CALIFORNIA EDISON	8816870	Street Lights, Traffic Control, Sep '19	100-355-631000	361.77
10/03/2019	SOUTHERN CALIFORNIA EDISON	8816870	Street Lights, Traffic Control, Sep '19	100-355-631400	1,789.81
10/03/2019	SOUTHERN CALIFORNIA EDISON	8816870	Street Lights, Traffic Control, Sep '19	100-355-631900	811.85
10/03/2019	CARLSEN, SANDY	8816837	Mileage Reimbursement, Sep '19	100-155-613000	91.87
10/03/2019	BEE MAN, THE	8816833	Bee Removal, Public Services, Sep '19	100-355-720701	175.00
10/03/2019	SPARKLETTS	8816871	Operating Supplies, Community Center, Sep '19	100-310-622005	115.39
10/03/2019	REAL ESTATE CONSULTING & SERVICES, INC.	8816866	Parks Contract Repair, Sep	100-355-720701	215.00
10/03/2019	TOT LOT PROS	8816873	Parks Contract Repair, Sep	100-355-720701	2,410.82
10/03/2019	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	8816874	Street Maintenance, Sep '19	100-355-720400	41.75
10/03/2019	IRV SEAVER MOTORCYCLES	8816853	Motorcycle Maintenance, Police Svcs, Aug '19	100-420-646100	1,659.42
10/03/2019	HARDY & HARPER INC.	8816851	Retention, CIP# 101-J	100-000-201001	52,107.89
10/03/2019	COMPLETE OFFICE OF CALIFORNIA	8816840	Operating Supplies, Sep '19	100-310-622005	59.94

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Warrant Register Payables Detail Report

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Payment Date	Vendor Name	Payment Number	Description (Payable)	Account Number	Amount
10/03/2019	COMPLETE OFFICE OF CALIFORNIA	8816840	Operating Supplies, Sep '19	100-310-622005	39.96
10/03/2019	COMPLETE OFFICE OF CALIFORNIA	8816840	Office & Operating Supplies, Sep '19	100-310-620500	41.52
10/03/2019	COMPLETE OFFICE OF CALIFORNIA	8816840	Office & Operating Supplies, Sep '19	100-310-622005	61.49
10/03/2019	SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT	8816868	Program Expense Youth	100-310-622501	220.00
10/03/2019	COMPUTER SERVICE CO.	8816841	Traffic Signal Maintenance, Sep '19	100-355-720420	4,872.80
10/03/2019	HOME DEPOT	8816852	Supplies, Adult League, Aug	100-310-622502	14.55
10/03/2019	WEST GATE CONTRACTOR	8816879	Graffiti Removal, Public Services, Sep '19	100-355-720500	21,145.00
10/03/2019	ALL CITY MANAGEMENT, INC.	8816832	Crossing Guard Services, 9/8/19 - 9/21/19	100-420-720822	5,059.20
10/03/2019	NIEVES LANDSCAPE, INC.	8816861	Monthly and Misc Landscape, Sep '19	100-355-720700	240.00
10/03/2019	SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT	8816868	Program Expense, 4th of July Event 2019	100-310-695508	660.00
10/03/2019	US BANK VOYAGER FLEET SYSTEM	8816875	Vehicle Fuel, Sep '19	100-155-613100	218.10
10/03/2019	US BANK VOYAGER FLEET SYSTEM	8816875	Vehicle Fuel, Sep '19	100-155-646100	9.00
10/03/2019	US BANK VOYAGER FLEET SYSTEM	8816875	Vehicle Fuel, Sep '19	100-225-613100	181.31
10/03/2019	US BANK VOYAGER FLEET SYSTEM	8816875	Vehicle Fuel, Sep '19	100-310-613100	63.94
10/03/2019	US BANK VOYAGER FLEET SYSTEM	8816875	Vehicle Fuel, Sep '19	100-420-613100	180.06
10/03/2019	US BANK VOYAGER FLEET SYSTEM	8816875	Vehicle Fuel, Sep '19	100-355-613100	445.05
10/03/2019	US BANK VOYAGER FLEET SYSTEM	8816875	Vehicle Fuel, Sep '19	100-355-646100	37.99
10/03/2019	MOBILE MINI, INC.	8816860	Storage Rental, Community Center, 9/10-10/7	100-310-641000	82.97
10/03/2019	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	8816874	Street Maintenance, Sep '19	100-355-720400	100.75
10/03/2019	STUDIO TWO BLACK	8816872	Printing Services, Sep '19	100-195-623000	37.71
10/03/2019	STUDIO TWO BLACK	8816872	Operating Supplies, Polic Services, Sep '19	100-420-622000	48.49
10/03/2019	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	8816864	Parking Fee Surcharge, Aug	100-420-720823	1,769.00
10/03/2019	BIENEK, DAVID	8816835	Refund, C&D Deposit, R	100-000-227001	1,800.00
10/03/2019	EFTEKHARI, HAYDAR ALI	8816847	Refund, C&D Deposit, R	100-000-227001	100.00
10/03/2019	BIENEK, DAVID	8816835	Refund, C&D Deposit, R	100-000-227001	1,500.00
10/03/2019	COOPER, SCOTT	8816842	Refund, C&D Deposit, R	100-000-227001	100.80
10/03/2019	BERNARD, PAUL	8816834	Refund, Permit Fees, R	100-000-223000	967.81
10/03/2019	BERNARD, PAUL	8816834	Refund, Permit Fees, R	100-000-452001	(801.12)
10/03/2019	MITSUDA, KAZ	8816859	Refund, Permit Fees, R #2043	100-000-223000	19.15
10/03/2019	SIVANATHAN, RATNAVEL	8816869	Refund, Permit Fees, R #4013	100-000-442000	133.50
10/03/2019	VAZQUEZ, PATRICIA	8816876	Refund, C&D Deposit, R	100-000-227001	840.00
10/03/2019	KHALAJ, STEVE	8816855	Refund, C&D Deposit, R	100-000-227001	100.00
10/03/2019	JIM MURRAY ROOFING INC.	8816854	Refund, C&D Deposit, R	100-000-227001	1,860.00
10/03/2019	JIM MURRAY ROOFING INC.	8816854	Refund, C&D Deposit, R	100-000-227001	1,290.00
10/03/2019	ACACIA KNOLLS HOMEOWNERS ASSOC.	8816831	Refund, Security Deposit, R #1031261.002	100-000-222000	250.00
10/03/2019	COMPASS BIBLE CHURCH	8816839	Refund, Facility Deposit, R #1031590.002	100-000-222000	1,000.00
10/03/2019	MCCLELLAN, ANN-MARIE	8816857	Refund, Facility Deposit, R #1031444.002	100-000-222000	500.00
10/03/2019	RAHIMIAN, CATHERINE	8816865	Refund, Facility Deposit, R #1033424.002	100-000-222000	250.00

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Payment Dates: 09/27/2019 - 10/31/2019

Payment Date	Vendor Name	Payment Number	Description (Payable)	Account Number	Amount
10/03/2019	VETTERS, MICHAEL	8816877	Refund, Facility Deposit, R #1033543.002	100-000-222000	500.00
10/03/2019	VETTERS, MICHAEL	8816877	Refund, Facility Deposit, R #1033543.002	100-000-451100	(390.00)
10/03/2019	OFFICE SOLUTIONS	8816862	Office Supplies, Sep '19	100-195-620000	8.62
10/03/2019	OFFICE SOLUTIONS	8816862	Office Supplies, Sep '19	100-195-620000	84.07
10/03/2019	OFFICE SOLUTIONS	8816862	Operating Supplies, Sep '19	100-195-622000	154.58
10/03/2019	OFFICE SOLUTIONS	8816862	Office Supplies, Sep '19	100-195-620000	39.52
10/03/2019	OFFICE SOLUTIONS	8816862	Office Supplies, Sep '19	100-195-620000	37.36
10/03/2019	OFFICE SOLUTIONS	8816862	Office Supplies, Sep '19	100-195-620000	4.33
10/04/2019	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	DFT0000995	Law Enforcement Services, Oct '19	100-420-720800	670,583.17
10/10/2019	DOCU-TRUST LAGUNA VAULT	8816890	Offsite Data Storage, Sep '19	100-155-700030	75.00
10/10/2019	ORANGE COUNTY REGISTER	8816903	Subscription, Community Center, 10/25 - 12/20/19	100-310-626000	53.56
10/10/2019	COX COMMUNICATION	8816889	WiFi Community Center, Oct '19	100-195-630000	195.86
10/10/2019	XEROX CORPORATION	8816913	Copier Usage City Hall, Sep	100-195-641200	844.81
10/10/2019	IRVINE RANCH WATER DISTRICT	8816896	Water Usage, Public Services, Sep '19	100-355-635000	159.77
10/10/2019	SOUTHERN CALIFORNIA EDISON	8816907	Street Lights, Traffic Control, Sep '19	100-355-631000	163.05
10/10/2019	SOUTHERN CALIFORNIA EDISON	8816907	Street Lights, Traffic Control, Sep '19	100-355-631400	9,190.19
10/10/2019	SOUTHERN CALIFORNIA EDISON	8816907	Street Lights, Traffic Control, Sep '19	100-355-631900	3,881.48
10/10/2019	ELKINS, CHRISTINA	8816892	Contract Instructor Services, Dance	100-310-721500	1,774.50
10/10/2019	KNIGHT, LORNA ANGELA	8816898	Contract Instructor Services, Yoga	100-310-721500	1,948.80
10/10/2019	SAN JOAQUIN HILLS TRANSPORT CORRIDOR AGENCY.	8816906	Remit, Transportation Corridor Fees, Sep '19	100-000-221006	1,264.00
10/10/2019	DONALD J. HANNAH & ASSOCIATES	8816891	Professional Services, Sep '19	100-155-700000	1,800.00
10/10/2019	FOUNDATIONS DANCE	8816893	Contract Instructor, Dance	100-310-721500	4,790.80
10/10/2019	AU-YEUNG, MELISSA	8816883	Travel Advance, ICMA Conference, Oct '19	100-155-612000	375.00
10/10/2019	CHRISTMAS KINGS, THE	8816887	Special Events, Program Service, Holiday Lights	100-310-695500	42,625.00
10/10/2019	SAN DIEGO GAS & ELECTRIC	8816905	Street Lights, Traffic Control, Sep '19	100-355-631400	9,826.13
10/10/2019	ARC DOCUMENT SOLUTIONS, LLC	8816882	Printing Services, Engineering, Sep '19	100-355-623000	137.46
10/10/2019	TPX COMMUNICATIONS	8816909	Communications Expense, Oct '19	100-195-630000	527.90
10/10/2019	HR GREEN PACIFIC, INC.	8816895	Building Services, Community Development, Aug '19	100-225-700000	16,280.00
10/10/2019	HR GREEN PACIFIC, INC.	8816895	Plan Check, Community Development, Aug '19	100-225-700000	33,209.10
10/10/2019	WEST COAST ARBORISTS, INC.	8816911	Tree Trimming Services, Sep	100-355-720702	7,799.20
10/10/2019	WEST COAST ARBORISTS, INC.	8816911	Tree Trimming Services, Sep	100-355-720702	5,867.50
10/10/2019	HARTZOG & CRABILL, INC.	8816894	Traffic Signal Mgmt Services, Sep '19	100-355-700101	435.00
10/10/2019	WHITE NELSON DIEHL EVANS LLP	8816912	Partial Audit Fees, 18/19	100-155-700051	11,110.00
10/10/2019	COMPLETE OFFICE OF CALIFORNIA	8816888	Computer Supplies, Jul '19	100-195-621000	99.12
10/10/2019	COMPLETE OFFICE OF CALIFORNIA	8816888	Operating Supplies Comm Ctr, Oct '19	100-310-622005	59.94
10/10/2019	STONE IMAGERY	8816908	Office Supplies, Sep '19	100-155-620000	269.38
10/10/2019	JONES DAY	8816897	Professional Services, Aug '19	100-155-700012	8,258.40

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Payment Date	Vendor Name	Payment Number	Description (Payable)	Account Number	Amount
10/10/2019	CANON SOLUTIONS AMERICA	8816885	Copier Usage, Community Services, Sep '19	100-195-641200	211.13
10/10/2019	NIEVES LANDSCAPE, INC.	8816901	Monthly and Misc Landscape, Oct '19	100-355-720700	89,074.00
10/10/2019	BSN SPORTS	8816884	Program Supplies, Community Services, Sep '19	100-310-622502	2,084.12
10/10/2019	VERIZON WIRELESS	8816910	Communication Expense, Sep '19	100-000-120000	57.55
10/10/2019	VERIZON WIRELESS	8816910	Communication Expense, Sep '19	100-195-630000	1,603.57
10/10/2019	MCCORMACK ROOFING	8816900	Refund, C&D Deposit, R	100-000-227001	1,290.00
10/10/2019	ALAN SMITH POOL PLASTERING	8816881	Refund, Permit Fees, R #5245	100-000-227001	231.78
10/10/2019	CDW GOVERNMENT, INC.	8816886	Credit - Computer Hardware, Aug '19	100-195-940000	(755.27)
10/10/2019	PALOMERA, MARISOL	8816904	Refund, Facility Deposit, R #1032178.002	100-000-222000	500.00
10/10/2019	PALOMERA, MARISOL	8816904	Refund, Facility Deposit, R #1032178.002	100-000-451100	(345.00)
10/10/2019	OFFICE SOLUTIONS	8816902	Office Supplies, Oct '19	100-195-620000	205.88
10/10/2019	OFFICE SOLUTIONS	8816902	Office Supplies, Oct '19	100-195-620000	100.00
10/10/2019	OFFICE SOLUTIONS	8816902	Office Supplies, Oct '19	100-195-620000	81.32
10/10/2019	CDW GOVERNMENT, INC.	8816886	Computer Hardware, Sep '19	100-195-940000	948.97
10/15/2019	BANK OF AMERICA VISA	DFT0000993	Departmental Expenditure, Sep '19	100-155-620000	37.70
10/15/2019	BANK OF AMERICA VISA	DFT0000993	Departmental Expenditure, Sep '19	100-225-610000	413.00
10/15/2019	BANK OF AMERICA VISA	DFT0000993	Departmental Expenditure, Sep '19	100-225-611000	165.00
10/15/2019	BANK OF AMERICA VISA	DFT0000993	Departmental Expenditure, Sep '19	100-225-622000	9.95
10/15/2019	BANK OF AMERICA VISA	DFT0000993	Departmental Expenditure, Sep '19	100-225-626000	1,721.28
10/15/2019	BANK OF AMERICA VISA	DFT0000991	Departmental Expenditure, Sep '19	100-225-622000	99.18
10/15/2019	BANK OF AMERICA VISA	DFT0000991	Departmental Expenditure, Sep '19	100-310-611000	246.59
10/15/2019	BANK OF AMERICA VISA	DFT0000991	Departmental Expenditure, Sep '19	100-310-622502	64.88
10/15/2019	BANK OF AMERICA VISA	DFT0000991	Departmental Expenditure, Sep '19	100-310-646100	27.00
10/15/2019	BANK OF AMERICA VISA	DFT0000991	Departmental Expenditure, Sep '19	100-310-695502	225.00
10/15/2019	BANK OF AMERICA VISA	DFT0000991	Departmental Expenditure, Sep '19	100-310-695505	91.00
10/15/2019	BANK OF AMERICA VISA	DFT0000989	Departmental Expenditure, Sep '19	100-155-612000	2,938.19
10/15/2019	BANK OF AMERICA VISA	DFT0000989	Departmental Expenditure, Sep '19	100-155-622000	241.72
10/15/2019	BANK OF AMERICA VISA	DFT0000989	Departmental Expenditure, Sep '19	100-155-626000	48.48
10/15/2019	BANK OF AMERICA VISA	DFT0000989	Departmental Expenditure, Sep '19	100-195-611000	120.76
10/15/2019	BANK OF AMERICA VISA	DFT0000990	Departmental Expenditure, Sep '19	100-155-612000	765.00
10/15/2019	BANK OF AMERICA VISA	DFT0000990	Departmental Expenditure, Sep '19	100-155-626000	239.25
10/15/2019	BANK OF AMERICA VISA	DFT0000990	Departmental Expenditure, Sep '19	100-155-695000	120.00
10/15/2019	BANK OF AMERICA VISA	DFT0000990	Departmental Expenditure, Sep '19	100-195-617000	162.89
10/15/2019	BANK OF AMERICA VISA	DFT0000994	Departmental Expenditure, Sep '19	100-420-622000	1,413.34

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10/15/2019	BANK OF AMERICA VISA	DFT0000994	Departmental Expenditure, Sep '19	100-420-622400	157.71
10/15/2019	BANK OF AMERICA VISA	DFT0000994	Departmental Expenditure, Sep '19	100-420-695000	297.90
10/15/2019	BANK OF AMERICA VISA	DFT0000992	Departmental Expenditure, Sep '19	100-355-720701	404.01
10/17/2019	CALIFORNIA SPECIAL DISTRICTS ASSOCIATION	8816917	Membership, 2020	100-155-610000	1,446.00
10/17/2019	COX COMMUNICATION	8816922	T-1 Line, Oct '19	100-195-630000	851.31
10/17/2019	MUSIC MOVES ACADEMY,	8816929	Contract Instructor Services, Music	100-310-721500	1,732.50
10/17/2019	RUSSELL, RICHARD WYATT	8816934	Contract Instructor Services, Tennis	100-310-721500	1,324.00
10/17/2019	SOUTHERN CALIFORNIA EDISON	8816941	Street Lights, Traffic Control, Oct '19	100-355-631000	49.09
10/17/2019	SAN DIEGO GAS & ELECTRIC	8816936	Street Lights, Traffic Control, Com Ctr, Oct '19	100-355-631000	190.21
10/17/2019	SAN DIEGO GAS & ELECTRIC	8816936	Street Lights, Traffic Control, Com Ctr, Oct '19	100-355-631400	220.30
10/17/2019	MOULTON NIGUEL WATER DISTRICT	8816928	Water Usage, Public Services, Sep '19	100-355-635000	23,116.95
10/17/2019	SUNSET PROPERTY SERVICES	8816943	Street Sweeping Services, Sep '19	100-355-720410	12,091.22
10/17/2019	JONSET CORPORATION	8816915	Traffic Signal, Public Services, Sep '19	100-355-630000	21.22
10/17/2019	AT&T - CALNET 3	8816915	Alarm, Com Ctr & City Hall Lines, Oct '19	100-195-630000	138.61
10/17/2019	AT&T - CALNET 3	8816915	Alarm, Com Ctr & City Hall Lines, Oct '19	100-310-630100	82.12
10/17/2019	HARTZOG & CRABILL, INC.	8816923	Traffic Signal Mgmt Services, Aug-Sep '19	100-355-700101	1,625.00
10/17/2019	COMPLETE OFFICE OF CALIFORNIA	8816920	Computer Supplies, Oct '19	100-195-621000	613.99
10/17/2019	SHUTE, MIHALY	8816938	Professional Services, Legal, Aug '19	100-155-700011	586.60
10/17/2019	WEINBERGER LLP	8816921	Traffic Signal Maintenance, Sep '19	100-355-720420	8,176.70
10/17/2019	COMPUTER SERVICE CO.	8816932	Reimbursable expense, Jan	100-000-120000	966.00
10/17/2019	OCEAN BLUE ENVIRONMENTAL SERVICES, PEST OPTIONS, INC.	8816933	Rodent Control, Public Services, Sep '19	100-355-720700	225.00
10/17/2019	SPARKLETTES	8816942	Operating Supplies, Sep '19	100-195-622000	149.63
10/17/2019	BRINKS, INCORPORATED	8816916	Courier Fee, Armored Transport, Oct '19	100-155-625000	156.94
10/17/2019	CHARLES ABBOTT ASSOCIATES, INC	8816919	Road Maintenance, Sep '19	100-355-720400	93,040.51
10/17/2019	JAMEY CLARK, INC.	8816924	Graffiti Removal, Public Services, Sep '19	100-355-720500	376.00
10/17/2019	SOUTHERN CALIF MUN ATHLETIC FEDERATION	8816940	Program Class Insurance, CS Jan - Mar '19	100-310-690500	636.50
10/17/2019	ANDERSON PENNA PARTNERS, INC.	8816914	Inspection Services, Sep '19	100-355-700255	16,166.00
10/17/2019	LABOR LAW POSTER SERVICE LLC	8816926	Office Supplies, Community Center, 2020	100-310-620500	89.50
10/17/2019	M SQUARED WIRELESS	8816927	Refund, Permit Fees, R #1218	100-000-223000	1,862.71
10/17/2019	LA PAZ SHOPPING CENTER, LP	8816925	Refund, Permit Fees, R #1871	100-000-223000	1,346.05
10/17/2019	SHURGARD CALIFORNIA PROPERTIES, LLC	8816937	Refund, Permit Fees, R #2754	100-000-223000	6,281.38
10/17/2019	SHURGARD CALIFORNIA PROPERTIES, LLC	8816937	Refund, Permit Fees, R #2754	100-000-442005	(902.00)
10/17/2019	NICK SATTER INC	8816930	Refund, Pool Bond, R #4011	100-000-228001	500.00
10/17/2019	ZATARAIN CRUZ, MIREYA	8816945	Refund, Facility Deposit, R #1033308.002	100-000-222000	500.00

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Payment Date	Vendor Name	Payment Number	Description (Payable)	Account Number	Amount
10/17/2019	SOLORIO, PRISCILLA	8816939	Refund, Facility Deposit, R #1033011.002	100-000-222000	500.00
10/17/2019	ZATARAIN CRUZ, MIREYA	8816945	Refund, Security Deposit, R #1033308.002	100-000-220500	187.32
10/17/2019	S&S WORLDWIDE INC	8816935	Supplies, Program Services, Sep '19	100-310-622500	25.31
10/17/2019	YALE CHASE MATERIALS HANDLING	8816944	Maint & Repair, CC, Oct '19	100-310-646100	1,806.79
10/17/2019	NPDES OC TREASURER-TAX COLLECTOR	8816931	Watershed Monitoring, CIP #410	100-600-790600	12,611.16
10/24/2019	RALPHS GROCERY COMPANY	8816967	Program Expense, Comm Svcs, Aug '19	100-310-622005	33.01
10/24/2019	RALPHS GROCERY COMPANY	8816967	Program Expense, Comm Svcs, Sep '19	100-310-695502	31.34
10/24/2019	RALPHS GROCERY COMPANY	8816967	Program Expense, Comm Svcs, Sep '19	100-310-622005	32.33
10/24/2019	RALPHS GROCERY COMPANY	8816967	Program Expense, Comm Svcs, Sep '19	100-310-622005	22.15
10/24/2019	COX COMMUNICATION	8816952	Traffic Signal, Oct '19	100-195-630000	95.00
10/24/2019	EISENBERG, DALE	8816955	Contract Instructor Services, Aikido	100-310-721500	1,029.00
10/24/2019	FOUNDATIONS DANCE	8816958	Contract Instructor, Dance	100-310-721500	238.00
10/24/2019	RUSSELL, RICHARD WYATT	8816970	Contract Instructor Services, Tennis	100-310-721500	1,366.40
10/24/2019	ELKINS, CHRISTINA	8816956	Contract Instructor Services, Dance	100-310-721500	91.00
10/24/2019	EISENBERG, DALE	8816955	Contract Instructor Services, Aikido	100-310-721500	52.50
10/24/2019	SOUTHERN CALIFORNIA EDISON	8816972	Street Lights, Traffic Control, Sep '19	100-355-631000	82.66
10/24/2019	SOUTHERN CALIFORNIA EDISON	8816972	Street Lights, Traffic Control, Sep '19	100-355-631400	44.12
10/24/2019	MOULTON NIGUEL WATER DISTRICT	8816964	Water Usage, Public Services, Oct '19	100-355-635000	96.63
10/24/2019	MOULTON NIGUEL WATER DISTRICT	8816964	Water Usage, Public Services & Com Ctr, Sep '19	100-310-635100	514.27
10/24/2019	SOUTHERN CALIFORNIA EDISON	8816972	Street Lights, Traffic Control, Oct '19	100-355-631000	10.11
10/24/2019	SOUTHERN CALIFORNIA EDISON	8816972	Street Lights, Traffic Control, Oct '19	100-355-631400	683.72
10/24/2019	MOULTON NIGUEL WATER DISTRICT	8816964	Water Usage, Public Services & Com Ctr, Sep '19	100-355-635000	4,255.03
10/24/2019	DATA TICKET, INC.	8816953	Process Fee, Parking Citations, Sep '19	100-420-720823	522.69
10/24/2019	SPARKLETTS	8816973	Operating Supplies, Community Center, Oct '19	100-310-622005	110.40
10/24/2019	REAL ESTATE CONSULTING & SERVICES, INC.	8816968	Parks Contract Repair, Oct '19	100-355-720701	2,075.00
10/24/2019	RPW SERVICES, INC.	8816969	Rodent Control, Public Services, Sep '19	100-355-720700	1,560.00
10/24/2019	HARTZOG & CRABILL, INC.	8816959	CIP #168 & Traffic Signal Mgmt Services, Aug '19	100-355-700101	2,991.90
10/24/2019	HARTZOG & CRABILL, INC.	8816959	CIP #168 & Traffic Signal Mgmt Services, Aug '19	100-600-790600	460.00
10/24/2019	HARTZOG & CRABILL, INC.	8816959	Traffic Signal Mgmt Services, Sep '19	100-355-700101	1,725.00
10/24/2019	ABRAHAM, MICHAEL	8816946	Professional Services, Oct '19	100-195-700090	1,250.00
10/24/2019	ABRAHAM, MICHAEL	8816946	Professional Services, Oct '19	100-195-700090	1,375.00
10/24/2019	CANON FINANCIAL SERVICES, INC.	8816949	Lease - Copier, Community Services, Oct '19	100-195-641200	279.86
10/24/2019	CANON FINANCIAL SERVICES, INC.	8816949	Lease - Copier, City Hall, Oct '19	100-195-641200	253.83
10/24/2019	DOG WASTE DEPOT	8816954	Operating Supplies, Oct '19	100-355-622000	538.64

Attachment: Warrant Register Payables Detail Report - November 12, 2019 (1981 : Approval of Warrant Register for November 12, 2019)

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10/24/2019	ALL CITY MANAGEMENT, INC.	8816947	Crossing Guard Services, 9/22/19 - 10/5/19	100-420-720822	5,059.20
10/24/2019	WEST PUBLISHING CORPORATION THOMSON REUTERS - WEST MOBILE MINI, INC.	8816975	Subscription, City Clerk, Sep	100-155-626000	251.52
10/24/2019		8816963	Storage Rental, Community Center, 10/8-11/4	100-310-641000	82.97
10/24/2019	BIENEK, DAVID	8816948	Refund, C&D Deposit, R	100-000-227001	1,200.00
10/24/2019	BIENEK, DAVID	8816948	Refund, C&D Deposit, R	100-000-227001	1,800.00
10/24/2019	BIENEK, DAVID	8816948	Refund, C&D Deposit, R	100-000-227001	1,500.00
10/24/2019	JIM MURRAY ROOFING INC.	8816960	Refund, C&D Deposit, R	100-000-227001	1,200.00
10/24/2019	MCCORMACK ROOFING	8816962	Refund, C&D Deposit, R	100-000-227001	840.00
10/24/2019	BIENEK, DAVID	8816948	Refund, C&D Deposit, R	100-000-227001	1,500.00
10/24/2019	PACIFIC CREST ROOFING	8816966	Refund, C&D Deposit, R	100-000-227001	1,110.00
10/24/2019	PACIFIC CREST ROOFING	8816966	Refund, C&D Deposit, R	100-000-227001	1,140.00
10/24/2019	SCURRAH, JEFF	8816971	Refund, C&D Deposit, R	100-000-227001	960.00
10/24/2019	STORM MMA, LLC	8816974	Refund, C&D Deposit, R	100-000-227001	3,127.00
10/24/2019	ESPLANADE BUILDERS, INC.	8816957	Refund, C&D Deposit, R	100-000-227001	1,445.50
10/24/2019	ESPLANADE BUILDERS, INC.	8816957	Refund, C&D Deposit, R	100-000-227001	1,044.00
10/24/2019	CASCO CONTRACTORS	8816950	Refund, C&D Deposit, R	100-000-227001	1,190.00
10/24/2019	LOPEZ, GLORIA	8816961	Refund, Facility Deposit, R #1033578.002	100-000-222000	500.00
10/24/2019	NPDES OC TREASURER-TAX COLLECTOR	8816965	Watershed Monitoring, CIP #410	100-600-790600	2,317.95
10/24/2019	COMMUNICATIONS CHGS- LAW ENF - COUNTY OF ORANGE	8816951	Communications Charges, Jul - Sep '19	100-420-646000	1,742.89
10/31/2019	HDL, COREN & CONE	8816985	Property Tax Audit, Oct - Dec '19	100-155-700055	2,700.00
10/31/2019	RAHE ELECTRIC	8816992	Parks Contract Repair, Oct '19	100-310-645500	363.00
10/31/2019	RAHE ELECTRIC	8816992	Parks Contract Repair, Oct '19	100-355-720701	362.01
10/31/2019	COX COMMUNICATION	8816981	WiFi, City Hall, Oct '19	100-195-630000	179.62
10/31/2019	COX COMMUNICATION	8816981	Cable, City Hall, Oct '19	100-195-630000	32.19
10/31/2019	ROSENFELD, KEN	8816994	Travel Reimbursement, ASCE Conference, Oct '19	100-355-611000	1,668.48
10/31/2019	SOUTHERN CALIFORNIA EDISON	8816996	Street Lights, Traffic Control, Oct '19	100-355-631000	212.15
10/31/2019	SOUTHERN CALIFORNIA EDISON	8816996	Street Lights, Traffic Control, Oct '19	100-355-631400	1,160.95
10/31/2019	SOUTHERN CALIFORNIA EDISON	8816996	Street Lights, Traffic Control, Oct '19	100-355-631900	446.35
10/31/2019	EL TORO WATER DISTRICT	8816982	Water Usage, Public Services, Sep '19	100-355-635000	14,614.20
10/31/2019	MOULTON NIGUEL WATER DISTRICT	8816989	Water Usage, Public Services & Com Ctr, Oct '19	100-355-635000	2,761.23
10/31/2019	BEE MAN, THE	8816978	Bee Removal, Public Services, Oct '19	100-355-720701	155.00
10/31/2019	REAL ESTATE CONSULTING & SERVICES, INC.	8816993	Parks Contract Repair, Oct '19	100-355-720701	850.00
10/31/2019	REAL ESTATE CONSULTING & SERVICES, INC.	8816993	Parks Contract Repair, Oct '19	100-355-720701	172.00
10/31/2019	REAL ESTATE CONSULTING & SERVICES, INC.	8816993	Parks Contract Repair, Oct '19	100-355-720701	308.39
10/31/2019	WEST COAST ARBORISTS, INC.	8816998	Tree Trimming Services, Oct	100-355-720702	31,584.80
10/31/2019	WEST COAST ARBORISTS, INC.	8816998	Tree Trimming Services, Oct	100-355-720702	2,502.25
10/31/2019	JOE A. GONSALVES & SON	8816987	Legislative Services, Nov '19	100-155-700020	2,900.00
10/31/2019	RPW SERVICES, INC.	8816995	Rodent Control, Public Services, Oct '19	100-355-720700	1,560.00
10/31/2019	HARTZOG & CRABILL, INC.	8816984	Traffic Signal Mgmt Services, Sep '19	100-355-700101	3,797.03
10/31/2019	BARTEL ASSOCIATES, LLC	8816977	Professional Services - GASBS 68 report	100-155-700051	1,300.00

Warrant Register Payables Detail Report

Payment Dates: 09/27/2019 - 10/31/2019

Payment Date	Vendor Name	Payment Number	Description (Payable)	Account Number	Amount
10/31/2019	COMPLETE OFFICE OF CALIFORNIA	8816980	Office & Operating Supplies, Oct '19	100-310-620500	45.81
10/31/2019	COMPLETE OFFICE OF CALIFORNIA	8816980	Office & Operating Supplies, Oct '19	100-310-622005	41.69
10/31/2019	COMPLETE OFFICE OF CALIFORNIA	8816980	Operating Supplies	100-310-622005	39.96
10/31/2019	JONES DAY	8816988	Community Center, Oct '19	100-155-700012	4,092.64
10/31/2019	HOME DEPOT	8816986	Professional Services, Sep '19	100-310-646100	150.79
10/31/2019	WOODRUFF, SPRADLIN & SMART	8816999	Maintenance & Repairs, Community Services, Oct '19	100-155-700010	16,926.60
10/31/2019	WOODRUFF, SPRADLIN & SMART	8816999	Professional Services Legal, Sep '19	100-155-700011	1,720.15
10/31/2019	ALL CITY MANAGEMENT, INC.	8816976	Professional Services Legal, Sep '19	100-420-720822	4,553.28
10/31/2019	NIEVES LANDSCAPE, INC.	8816990	Crossing Guard Services, 10/6/19 - 10/19/19	100-355-720700	8,955.65
10/31/2019	NIEVES LANDSCAPE, INC.	8816990	Monthly and Misc Landscape, Oct '19	100-355-720700	218.00
10/31/2019	NIEVES LANDSCAPE, INC.	8816990	Monthly and Misc Landscape, Oct '19	100-355-720700	78.00
10/31/2019	NIEVES LANDSCAPE, INC.	8816990	Monthly and Misc Landscape, Oct '19	100-355-720700	78.00
10/31/2019	NIEVES LANDSCAPE, INC.	8816990	Monthly and Misc Landscape, Oct '19	100-355-720700	345.00
10/31/2019	OFFICE SOLUTIONS	8816991	Operating Supplies, Oct '19	100-195-622000	120.38
10/31/2019	SUPERIOR RECREATIONAL PRODUCTS	8816997	Parks Contract Repair, Oct '19	100-355-720701	2,479.93
10/31/2019	COMMUNICATIONS CHGS-LAW ENF - COUNTY OF ORANGE	8816979	Communications Charges, 10/1/19 - 12/31/19	100-420-646000	3,314.00
10/31/2019	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	8816983	Fingerprint ID System Charges, Oct '19	100-420-720835	1,503.00
Fund 100 - GENERAL FUND Total:					1,423,383.03
Fund: 101 - FIVE LAGUNAS REDEVELOPMENT PROJECT					
10/10/2019	KOSMONT COMPANIES	8816899	Professional Services, Five Lagunas, Sep '19	101-225-700000	4,641.20
Fund 101 - FIVE LAGUNAS REDEVELOPMENT PROJECT Total:					4,641.20
Fund: 221 - SENIOR MOBILITY PROGRAM					
10/17/2019	CALIFORNIA YELLOW CAB	8816918	Senior Mobility Program, Sep '19	221-310-720000	1,264.00
Fund 221 - SENIOR MOBILITY PROGRAM Total:					1,264.00
Fund: 307 - C & D FORFEITED DEPOSITS					
10/03/2019	ECONOMICS, INC.	8816846	Professional Services, Recycling Program, Sep '19	307-355-700000	5,267.65
Fund 307 - C & D FORFEITED DEPOSITS Total:					5,267.65
Fund: 312 - CASp					
10/03/2019	DIVISION OF THE STATE ARCHITECT STATE OF CALIFORNIA	8816845	Disability Access Fees, Jul - Sep '19	312-000-442000	(1,666.80)
Fund 312 - CASp Total:					(1,666.80)
Fund: 600 - CAPITAL IMPROVEMENT PROJECT					
10/17/2019	NPDES OC TREASURER-TAX COLLECTOR	8816931	Watershed Monitoring, CIP #410	600-000-490100	(12,611.16)
10/17/2019	NPDES OC TREASURER-TAX COLLECTOR	8816931	Watershed Monitoring, CIP #410	600-254-950410	12,611.16
10/24/2019	HARTZOG & CRABILL, INC.	8816959	CIP #168 & Traffic Signal Mgmt Services, Aug '19	600-000-490100	(460.00)
10/24/2019	HARTZOG & CRABILL, INC.	8816959	CIP #168 & Traffic Signal Mgmt Services, Aug '19	600-251-950168	460.00
10/24/2019	NPDES OC TREASURER-TAX COLLECTOR	8816965	Watershed Monitoring, CIP #410	600-000-490100	(2,317.95)

Warrant Register Payables Detail Report

Payment Dates: 09/27/2019 - 10/31/2019

Payment Date	Vendor Name	Payment Number	Description (Payable)	Account Number	Amount
10/24/2019	NPDES OC TREASURER-TAX COLLECTOR	8816965	Watershed Monitoring, CIP #410	600-254-950410	2,317.95
Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:					0.00
Grand Total:					1,432,889.08

Attachment: Warrant Register Payables Detail Report - November 12, 2019 (1981 : Approval of Warrant Register for November 12, 2019)

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	1,423,383.03	1,423,383.03
101 - FIVE LAGUNAS REDEVELOPMENT PROJECT	4,641.20	4,641.20
221 - SENIOR MOBILITY PROGRAM	1,264.00	1,264.00
307 - C & D FORFEITED DEPOSITS	5,267.65	5,267.65
312 - CASp	(1,666.80)	(1,666.80)
600 - CAPITAL IMPROVEMENT PROJECT	0.00	0.00
Grand Total:	1,432,889.08	1,432,889.08

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-120000	Accounts Receivable	1,023.55	1,023.55
100-000-201001	Accounts Payable - Reten	52,107.89	52,107.89
100-000-220500	Security Rental	187.32	187.32
100-000-221001	SMIP - Residential	69.94	69.94
100-000-221002	SMIP - Commercial	719.34	719.34
100-000-221006	SJHTC B	1,264.00	1,264.00
100-000-221011	Building Standards Fee	587.00	587.00
100-000-221012	SB1186 ADA	1,852.00	1,852.00
100-000-222000	Refundable Deposits	4,500.00	4,500.00
100-000-223000	Plan Application Deposit	10,477.10	10,477.10
100-000-227001	SecurityDeposit-WasteRe	27,169.08	27,169.08
100-000-228001	Swimming Pool Bonds	500.00	500.00
100-000-442000	Building Related Permits	75.50	75.50
100-000-442005	Plan Check Fees - Fee Bas	(902.00)	(902.00)
100-000-451100	Recreation Fees-Reservat	(735.00)	(735.00)
100-000-452001	Planning & Zoning Relate	(801.12)	(801.12)
100-000-456001	Sale of Publication & Map	225.35	225.35
100-155-610000	Memberships and Dues E	1,446.00	1,446.00
100-155-612000	Travel, Conferences & Me	4,078.19	4,078.19
100-155-613000	Mileage Reimbursement	107.53	107.53
100-155-613100	Vehicle-Fuel	218.10	218.10
100-155-620000	Office Supplies	307.08	307.08
100-155-622000	Operating Supplies	241.72	241.72
100-155-625000	Postage & Delivery	156.94	156.94
100-155-626000	Subscriptions & Books	539.25	539.25
100-155-646100	Maint & Repairs - Vehicle	9.00	9.00
100-155-695000	CommunityAsstnc/Publicl	120.00	120.00
100-155-700000	Professional Services	1,800.00	1,800.00
100-155-700010	Legal Services-General Co	16,926.60	16,926.60
100-155-700011	Legal Services-Litigation	2,306.75	2,306.75
100-155-700012	Legal Services-Litigation C	12,351.04	12,351.04
100-155-700020	Professional Services - Le	2,900.00	2,900.00
100-155-700030	Professional Svcs- City Cle	75.00	75.00
100-155-700051	Professional Services - An	12,410.00	12,410.00
100-155-700055	Professional Services - Co	2,700.00	2,700.00
100-195-611000	Training and Education	120.76	120.76
100-195-617000	Recruitment	162.89	162.89
100-195-620000	Office Supplies	561.10	561.10
100-195-621000	Computer Supplies	713.11	713.11
100-195-622000	Operating Supplies	424.59	424.59
100-195-623000	Printing	37.71	37.71
100-195-630000	Telephone & Communica	4,238.18	4,238.18
100-195-641200	Rent/Lease - Copier	1,589.63	1,589.63
100-195-700090	Computer Consulting Sen	2,625.00	2,625.00
100-195-720050	Contract Serv-Software Si	1,000.00	1,000.00
100-195-940000	Computer Hardware & Sc	193.70	193.70
100-225-610000	Memberships and Dues E	413.00	413.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-225-611000	Training and Education	165.00	165.00
100-225-613100	Vehicle-Fuel	181.31	181.31
100-225-622000	Operating Supplies	109.13	109.13
100-225-626000	Subscriptions & Books	1,721.28	1,721.28
100-225-700000	Prof. Svcs - Building & Saf	49,489.10	49,489.10
100-310-611000	Training and Education	246.59	246.59
100-310-613100	Vehicle-Fuel	63.94	63.94
100-310-620500	Office Supplies - Comm C	176.83	176.83
100-310-622005	Operating Supplies Comr	616.26	616.26
100-310-622500	Supplies-Program Service	25.31	25.31
100-310-622501	Supplies-Youth Leagues	220.00	220.00
100-310-622502	Supplies-Adult Leagues	2,163.55	2,163.55
100-310-626000	Subscriptions & Books	53.56	53.56
100-310-630100	Phone & Communication	82.12	82.12
100-310-635100	Utilities - Water Comm Ct	514.27	514.27
100-310-641000	Rent/Lease - Equipment	165.94	165.94
100-310-645500	Maint&Repair-Facility Co	363.00	363.00
100-310-646100	Maint & Repairs - Vehicle	1,984.58	1,984.58
100-310-690500	Insurance - Recreational C	636.50	636.50
100-310-695500	Special Events-Program S	42,625.00	42,625.00
100-310-695502	Special Needs Program	256.34	256.34
100-310-695505	Cultural Excursions	91.00	91.00
100-310-695508	July Fourth Celebration	660.00	660.00
100-310-721500	Contract Services-Prograr	17,542.50	17,542.50
100-355-611000	Training and Education	1,668.48	1,668.48
100-355-613100	Vehicle-Fuel	445.05	445.05
100-355-622000	Operating Supplies	538.64	538.64
100-355-623000	Printing	137.46	137.46
100-355-630000	Telephone & Communica	21.22	21.22
100-355-631000	Utilities - Electric	1,219.96	1,219.96
100-355-631400	Electric-Street Lights/Sign	23,002.67	23,002.67
100-355-631900	UtilitiesElectricOnBillFina	5,139.68	5,139.68
100-355-635000	Utilities - Water	62,394.27	62,394.27
100-355-646100	Maint & Repairs - Vehicle	37.99	37.99
100-355-700101	Traffic Engineer Services	10,573.93	10,573.93
100-355-700255	Improvement Inspection	16,166.00	16,166.00
100-355-720400	Street Maintenance	93,183.01	93,183.01
100-355-720410	Street Sweeping	12,091.22	12,091.22
100-355-720420	Traffic Signal Maintenanc	13,049.50	13,049.50
100-355-720500	Graffiti Removal	21,521.00	21,521.00
100-355-720700	Landscape Maintenance C	102,333.65	102,333.65
100-355-720701	Parks Contract Repair	9,607.16	9,607.16
100-355-720702	Tree Maintenance	47,753.75	47,753.75
100-420-613100	Vehicle-Fuel	180.06	180.06
100-420-622000	Operating Supplies	1,461.83	1,461.83
100-420-622400	Operating Supplies - Eme	157.71	157.71
100-420-646000	Maint & Rep-Equip & Ma	5,056.89	5,056.89
100-420-646100	Maint & Repairs - Vehicle	1,659.42	1,659.42
100-420-695000	CommunityAsstnc/Publicl	297.90	297.90
100-420-720800	General Law Enforcement	670,583.17	670,583.17
100-420-720822	Crossing Guard Services	14,671.68	14,671.68
100-420-720823	Parking Citation Processir	2,291.69	2,291.69
100-420-720835	Fingerprint Identification	1,503.00	1,503.00
100-600-790600	Transfers Out - Capital Im	15,389.11	15,389.11
101-225-700000	Professional Services	4,641.20	4,641.20
221-310-720000	Contract Services	1,264.00	1,264.00
307-355-700000	Professional Services	5,267.65	5,267.65
312-000-442000	Building Related Permits	(1,666.80)	(1,666.80)

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
600-000-490100	Transfer In- General Fund	(15,389.11)	(15,389.11)
600-251-950168	TrafficSignalImprovCoordi	460.00	460.00
600-254-950410	NPDES Permit & Fees	14,929.11	14,929.11
	Grand Total:	1,432,889.08	1,432,889.08

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,432,889.08	1,432,889.08
	Grand Total:	1,432,889.08



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 12, 2019

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: Civic Center First Quarter Financial Report for Fiscal Year 2019/2020

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

SUMMARY:

This Civic Center First Quarter Financial Report for Fiscal Year 2019/2020 is intended to provide the City Council with an overview of the Civic Center leasing operation finances as of September 30, 2019.

The abridged Balance Sheet and Income Statement summary for the Laguna Hills Civic Center leasing operation is in Tables 1 & 2. As of September 30, 2019, the balance sheet shows equity of \$7,206,332.

Table 1: Abridged Balance Sheet
As of September 30, 2019

ASSETS	
Total Current Assets	\$ 292,490
Total Fixed Assets	\$ 7,024,355
TOTAL ASSETS	\$ 7,316,845
LIABILITY & EQUITY	
Total Current Liabilities	\$ 110,512
Total Equity	\$ 7,206,332
TOTAL LIABILITIES & EQUITY	\$ 7,316,844

**Table 2: Income Statement Summary
 For the Period Ended September 30, 2019**

	Actuals	Budgeted	Variance
Total Income	\$ 154,072	\$ 143,878	\$ 10,194
Total Expenses	\$ 139,711	\$ 150,947	\$ (11,236)
NET INCOME/(LOSS)	\$ 14,361	\$ (7,069)	

As shown in Table 2, Essex Realty, the management company for the property, reported a net income of \$14,361 for the three months of leasing activity from July 1, 2019, to September 30, 2019. After adding back contra rent revenue associated with the City's occupied spaces, the effective net income for the quarter is \$151,852.

A detailed Balance Sheet, Comparative Income Statement, and Check Register for the three months of the quarter have been provided as attachments to this report.

ATTACHMENTS:

- Balance Sheet
- Comparative Income Statement
- Check Register for July, August, and September

Database: ESSEXREALTY
 ENTITY: 742

Standard Balance Sheet
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

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Accrual

Report includes an open period. Entries are not final.

Sep 2019

ASSETS

CURRENT ASSETS

Cash - Operating	12,757.45
Cash - MMA	195,681.52

TOTAL CASH AND CASH EQUIVALENTS	208,438.97
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Accounts Receivable	10,845.08
Prepaid Insurance	73,205.50

NET ACCOUNTS RECEIVABLE	84,050.58
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TOTAL CURRENT ASSETS	292,489.55
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FIXED ASSETS

Land	2,855,425.10
Building	3,344,613.52
Capital Improvements	10,017,149.34
Tenant Improvements	1,396,103.30
Lease Commissions	331,458.14
Accumulated Depreciation	(10,920,394.60)

TOTAL FIXED ASSETS	7,024,354.80
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TOTAL ASSETS	7,316,844.35
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LIABILITIES & EQUITY

CURRENT LIABILITY

Accounts Payable	45,504.25
Accrued Expenses	22,380.00
Security Deposits	42,628.00

TOTAL CURRENT LIABILITY	110,512.25
--------------------------------	-------------------

LONG TERM LIABILITY

TOTAL LONG TERM LIABILITIES	0.00
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EQUITY

Current Yr Earnings	14,360.90
Distribution	(700,000.00)
Capital	6,064,688.39
Paid by Owner	8,940,638.49
Funds from Owner	1,686,863.71
Retained Earnings	(8,800,219.39)

TOTAL EQUITY	7,206,332.10
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Attachment: Balance Sheet (1975 : Civic Center First Quarter Financial Report for FY 19/20)

Database: ESSEXREALTY
 ENTITY: 742

Standard Balance Sheet
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

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Accrual

Report includes an open period. Entries are not final.

Sep 2019

TOTAL LIABILITIES & EQUITY

7,316,844.35

Database: ESSEXREALTY
ENTITY: 742

Essex Comparative Income Statement
Detailed & Summarized-Comparative
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

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Accrual

Report includes an open period. Entries are not final.

	Actual Sep 2019	Current Period Budget Sep 2019	Variance		Actual Sep 2019	Year-To-Date Budget Sep 2019	Variance	
INCOME								
4100-0000 - Rent	96,708.10	93,703.89	3,004.21	3.21%	290,124.30	281,194.81	8,929.49	3.18%
4125-0000 - Contra Revenue	(45,830.40)	(45,830.40)	0.00	0.00%	(137,491.20)	(137,491.20)	0.00	0.00%
NET EFFECTIVE RENT	50,877.70	47,873.49	3,004.21	6.28%	152,633.10	143,703.61	8,929.49	6.21%
4200-0000 - CAM Revenue	5,153.21	5,153.21	0.00	0.00%	15,435.49	15,459.63	(24.14)	-0.16%
4205-0000 - Contra CAM	(5,095.23)	(5,095.23)	0.00	0.00%	(15,285.69)	(15,285.69)	0.00	0.00%
4700-0000 - Other Revenue	0.00	0.00	0.00	0.00%	1,263.25	0.00	1,263.25	0.00%
	57.98	57.98	0.00		1,413.05	173.94	1,239.11	712.38%
TOTAL INCOME	50,935.68	47,931.47	3,004.21	6.27%	154,046.15	143,877.55	10,168.60	7.07%
DIRECT EXPENSES								
SECURITY								
5121-0000 - Security-Fire Alarms	215.00	160.00	(55.00)	-34.38%	645.00	1,220.00	575.00	47.13%
TOTAL SECURITY	215.00	160.00	(55.00)	-34.38%	645.00	1,220.00	575.00	47.13%
CLEANING								
5130-0000 - Cleaning Contract-Janitor	3,661.99	4,083.08	421.09	10.31%	10,985.97	12,249.24	1,263.27	10.31%
5150-0000 - Add'l Cleaning-DayPorter	3,279.20	3,287.33	8.13	0.25%	9,837.60	9,861.99	24.39	0.25%
5160-0000 - Cleaning Supplies	557.94	629.75	71.81	11.40%	1,908.65	1,889.25	(19.40)	-1.03%
TOTAL CLEANING	7,499.13	8,000.16	501.03	6.26%	22,732.22	24,000.48	1,268.26	5.28%
MANAGEMENT FEES								
5305-0000 - Mgmt Fee-Agent	3,801.00	3,915.00	114.00	2.91%	11,403.00	11,745.00	342.00	2.91%
TOTAL MANAGEMENT FEES	3,801.00	3,915.00	114.00	2.91%	11,403.00	11,745.00	342.00	2.91%
HVAC								
5410-0000 - HVAC Contract Services	1,014.00	3,866.50	2,852.50	73.77%	3,105.00	4,040.50	935.50	23.15%
5415-0000 - HVAC Repair/Maint	3,910.03	900.00	(3,010.03)	-334.45%	6,703.42	2,700.00	(4,003.42)	-148.27%
TOTAL HVAC	4,924.03	4,766.50	(157.53)	-3.30%	9,808.42	6,740.50	(3,067.92)	-45.51%

Attachment: Comparative Income Statement (1975 : Civic Center First Quarter Financial Report for FY

Database: ESSEXREALTY
 ENTITY: 742

Essex Comparative Income Statement
Detailed & Summarized-Comparative
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

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Accrual

Report includes an open period. Entries are not final.

	Actual Sep 2019	Current Period Budget Sep 2019	Variance		Actual Sep 2019	Year-To-Date Budget Sep 2019	Variance	
ELEVATOR								
5435-0000 - Elevator Contract Service	794.33	1,522.00	727.67	47.81%	1,901.33	1,522.00	(379.33)	-24.92%
5440-0000 - Elevator Repair/Maint	0.00	110.00	110.00	100.00%	750.00	330.00	(420.00)	-127.27%
TOTAL ELEVATOR	794.33	1,632.00	837.67	51.33%	2,651.33	1,852.00	(799.33)	-43.16%
REPAIRS AND MAINTENANCE								
5445-0000 - Waterproofing & Roofing	0.00	200.00	200.00	100.00%	0.00	2,000.00	2,000.00	100.00%
5448-0000 - Fire, Life, Safety	195.00	0.00	(195.00)	0.00%	195.00	260.00	65.00	25.00%
5450-0000 - Painting	0.00	100.00	100.00	100.00%	0.00	300.00	300.00	100.00%
5460-0000 - Plumbing Repairs/Supplies	550.00	300.00	(250.00)	-83.33%	1,129.50	900.00	(229.50)	-25.50%
5465-0000 - Electrical Repair/Maint	108.84	475.00	366.16	77.09%	108.84	1,425.00	1,316.16	92.36%
5475-0000 - Doors & Locks	0.00	175.00	175.00	100.00%	0.00	1,108.00	1,108.00	100.00%
5480-0000 - Sign Repair/Maint	9.83	50.00	40.17	80.34%	9.83	50.00	40.17	80.34%
5485-0000 - Floor & Carpet Rpr/Maint	0.00	0.00	0.00	0.00%	814.00	8,135.00	7,321.00	89.99%
5490-0000 - Pest Control	75.00	75.00	0.00	0.00%	290.00	225.00	(65.00)	-28.89%
5491-0000 - Misc Repair/Maint	281.61	2,575.00	2,293.39	89.06%	281.61	3,275.00	2,993.39	91.40%
5495-0000 - Onsite Maint Personnel	2,155.73	1,565.25	(590.48)	-37.72%	4,360.98	4,695.75	334.77	7.13%
TOTAL REPAIRS & MAINTENANCE	3,376.01	5,515.25	2,139.24	38.79%	7,189.76	22,373.75	15,183.99	67.87%
UTILITIES								
5499-0000 - Electricity-General	10,559.93	12,752.00	2,192.07	17.19%	36,460.95	38,256.00	1,795.05	4.69%
5500-0000 - Gas	22.61	35.00	12.39	35.40%	96.46	105.00	8.54	8.13%
5502-0000 - Water & Sewer	1,871.90	1,133.33	(738.57)	-65.17%	3,615.79	3,399.99	(215.80)	-6.35%
5504-0000 - Property Telephone	607.29	350.00	(257.29)	-73.51%	1,848.36	1,050.00	(798.36)	-76.03%
TOTAL UTILITIES	13,061.73	14,270.33	1,208.60	8.47%	42,021.56	42,810.99	789.43	1.84%
PARKING LOT								
5510-0000 - Pkg Lot-Lighting	0.00	458.33	458.33	100.00%	0.00	1,374.99	1,374.99	100.00%
5525-0000 - Pkg Lot-Sweeping	224.00	228.00	4.00	1.75%	672.00	684.00	12.00	1.75%
TOTAL PARKING LOT	224.00	686.33	462.33	67.36%	672.00	2,058.99	1,386.99	67.36%
LANDSCAPING								

Attachment: Comparative Income Statement (1975 : Civic Center First Quarter Financial Report for FY

Database: ESSEXREALTY
ENTITY: 742

**Essex Comparative Income Statement
Detailed & Summarized-Comparative
Essex Realty SaaS DB
CITY OF LAGUNA HILLS**

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Accrual

Report includes an open period. Entries are not final.

	Actual Sep 2019	Current Period Budget Sep 2019	Variance		Actual Sep 2019	Year-To-Date Budget Sep 2019	Variance	
5560-0000 - Landscaping Contract	2,323.00	2,455.00	132.00	5.38%	7,123.00	7,365.00	242.00	3.29%
5562-0000 - Landscaping-Interior	329.00	372.00	43.00	11.56%	1,270.32	1,116.00	(154.32)	-13.83%
5565-0000 - Fountain Maintenance	150.00	170.00	20.00	11.76%	450.00	510.00	60.00	11.76%
TOTAL LANDSCAPE	2,802.00	2,997.00	195.00	6.51%	8,843.32	8,991.00	147.68	1.64%
INSURANCE								
5805-0000 - Insurance	6,858.28	6,849.58	(8.70)	-0.13%	20,574.84	20,548.74	(26.10)	-0.13%
5810-0000 - Insurance - Earthquake	1,275.67	0.00	(1,275.67)	0.00%	3,827.01	0.00	(3,827.01)	0.00%
TOTAL INSURANCE	8,133.95	6,849.58	(1,284.37)	-18.75%	24,401.85	20,548.74	(3,853.11)	-18.75%
REAL ESTATE TAXES								
6205-0000 - Real Estate Taxes	0.00	1,000.00	1,000.00	100.00%	0.00	3,000.00	3,000.00	100.00%
TOTAL REAL ESTATE TAXES	0.00	1,000.00	1,000.00	100.00%	0.00	3,000.00	3,000.00	100.00%
TOTAL DIRECT EXPENSE	44,831.18	49,792.15	4,960.97	9.96%	130,368.46	145,341.45	14,972.99	10.30%
NET OPERATING INCOME	6,104.50	(1,860.68)	7,965.18	428.08%	23,677.69	(1,463.90)	25,141.59	1717.44%
INDIRECT EXPENSES / INCOME								
7305-0000 - Advertising & Promotion	0.00	83.33	83.33	100.00%	0.00	249.99	249.99	100.00%
7310-0000 - Legal Fees	0.00	50.00	50.00	100.00%	0.00	150.00	150.00	100.00%
7320-0000 - Admin & Professional Exp.	50.00	616.67	566.67	91.89%	1,425.00	1,850.01	425.01	22.97%
7326-0000 - Environmental Expense	0.00	0.00	0.00	0.00%	189.00	0.00	(189.00)	0.00%
7330-0000 - Tenant Space Refurb	386.00	50.00	(336.00)	-672.00%	671.60	150.00	(521.60)	-347.73%
7333-0000 - Repairs & Maint- Indirect	3,327.33	2,552.00	(775.33)	-30.38%	7,056.99	3,206.00	(3,850.99)	-120.12%
7405-0000 - Interest Income	(8.04)	0.00	8.04	0.00%	(25.80)	0.00	25.80	0.00%
TOTAL INDIRECT EXPENSES / INCOME	3,755.29	3,352.00	(403.29)	-12.03%	9,316.79	5,606.00	(3,710.79)	-66.19%
NET INCOME	2,349.21	(5,212.68)	7,561.89	145.07%	14,360.90	(7,069.90)	21,430.80	303.13%

Attachment: Comparative Income Statement (1975 : Civic Center First Quarter Financial Report for FY

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Essex Comparative Income Statement
Detailed & Summarized-Comparative
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Accrual

Report includes an open period. Entries are not final.

	Actual	Current Period			Actual	Year-To-Date		
	Sep 2019	Budget			Sep 2019	Budget		
	Sep 2019	Sep 2019	Variance		Sep 2019	Sep 2019	Variance	
OTHER SOURCES AND USE OF CASH								
1100-0000 - Accounts Receivable	(200.56)	0.00	200.56	0.00%	3,067.58	0.00	(3,067.58)	0.00%
1155-0000 - Prepaid Insurance	(8,133.95)	0.00	8,133.95	0.00%	73,205.50	0.00	(73,205.50)	0.00%
1230-0000 - Capital Improvements	0.00	2,666.66	2,666.66	100.00%	0.00	7,999.98	7,999.98	100.00%
1240-0000 - Tenant Improvements	0.25	6,272.00	6,271.75	100.00%	0.25	6,272.00	6,271.75	100.00%
1260-0000 - Lease Commissions	0.00	4,501.00	4,501.00	100.00%	0.10	4,501.00	4,500.90	100.00%
2000-0000 - Prepaid Rent & CAM	0.00	0.00	0.00	0.00%	4,371.70	0.00	(4,371.70)	0.00%
2005-0000 - Accounts Payable	(35,662.86)	0.00	35,662.86	0.00%	(45,504.25)	0.00	45,504.25	0.00%
2010-0000 - Accrued Expenses	39,463.00	0.00	(39,463.00)	0.00%	57,652.00	0.00	(57,652.00)	0.00%
2100-0000 - Security Deposits	(114.00)	(114.00)	0.00	0.00%	230.00	(1,097.87)	(1,327.87)	-120.95%
TOTAL OTHER SOURCES AND USE OF CASH	(4,648.12)	13,325.66	17,973.78	134.88%	93,022.88	17,675.11	(75,347.77)	-426.29%
NET CASHFLOW	6,997.33	(18,538.34)	25,535.67	137.75%	(78,661.98)	(24,745.01)	(53,916.97)	-217.89%

Database: ESSEXREALTY
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Check Register
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

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07/19 Through 07/19

Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice	Due Date	Invoice	Discount	Check
Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
105369	7/11/2019	07/19	ESSEX	ESSEX REALTY MANAGEMENT INC					
742		5305-0000	Mgmt Fee-Agent	742-0719MF	7/1/2019	7/1/2019	3,801.00	0.00	3,801.00
@	07/19 Mgmt Fee								
						<i>Check Total:</i>	<i>3,801.00</i>	<i>0.00</i>	<i>3,801.00</i>
105370	7/11/2019	07/19	SCE	SOUTHERN CALIFORNIA EDISON					
742		5499-0000	Electricity-General	97749-062619	6/26/2019	7/15/2019	5,637.84	0.00	5,637.84
@	2265197749	05/23/19-06/24/19 Mtr 259000-050223							
						<i>Check Total:</i>	<i>5,637.84</i>	<i>0.00</i>	<i>5,637.84</i>
105371	7/11/2019	07/19	THEGAS	THE GAS COMPANY					
742		5500-0000	Gas	71474-070519	7/5/2019	7/25/2019	48.43	0.00	48.43
@	14430971474	06/03/19-07/02/19 Mtr 13001720							
						<i>Check Total:</i>	<i>48.43</i>	<i>0.00</i>	<i>48.43</i>
105372	7/12/2019	07/19	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba					
742		4800-0000	Tenant Reimbursements	M1356586-IN	6/28/2019	6/28/2019	135.00	0.00	135.00
@	111	Ste 304 Carpet Cln							
						<i>Check Total:</i>	<i>135.00</i>	<i>0.00</i>	<i>135.00</i>
105373	7/12/2019	07/19	FIRESA	THE BRETHREN INC dba					
742		5440-0000	Elevator Repair/Maint	1064607	7/1/2019	7/31/2019	750.00	0.00	750.00
@	ACCT1965	Asst Annl Elevator Test							
742		5121-0000	Security-Fire Alarms	1064828	7/8/2019	8/7/2019	150.00	0.00	150.00
@	ACCT1965	07/19-09/19 FA Monitoring							
						<i>Check Total:</i>	<i>900.00</i>	<i>0.00</i>	<i>900.00</i>
105374	7/12/2019	07/19	LIVIN1	DONALD GILBERT dba					
742		5562-0000	Landscaping-Interior	T82600	6/20/2019	7/20/2019	329.00	0.00	329.00
@	07/19 Int Plant Svc								
						<i>Check Total:</i>	<i>329.00</i>	<i>0.00</i>	<i>329.00</i>
105375	7/12/2019	07/19	MERCH1	MERCHANTS BUILDING MAINTENANCE LLC					
742		5150-0000	Add'l Cleaning-DayPorter	534385	7/1/2019	7/1/2019	3,279.20	0.00	3,279.20
@	33013	07/19 Dayporter Svc							

Attachment: Check Register for July, August, and September (1975 : Civic Center First Quarter Financial

Database: ESSEXREALTY
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Check Register
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

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Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice	Due Date	Invoice	Discount	Check
Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
<i>Check Total:</i>							3,279.20	0.00	3,279.20
105376	7/12/2019	07/19	NIEVES	NIEVES LANDSCAPE INC					
742		5560-0000	Landscaping Contract	65477	7/1/2019	7/31/2019	2,400.00	0.00	2,400.00
@	07/19 Landscape Svc								
<i>Check Total:</i>							2,400.00	0.00	2,400.00
105377	7/12/2019	07/19	SOUT39	JEFF ALEXANDER dba					
742		5565-0000	Fountain Maintenance	371-28	7/1/2019	7/31/2019	150.00	0.00	150.00
@	07/19 Fountain Svc								
<i>Check Total:</i>							150.00	0.00	150.00
105378	7/12/2019	07/19	SSDSYS	SECURITY SIGNAL DEVICES INC dba					
742		5121-0000	Security-Fire Alarms	R-00131893	6/10/2019	6/10/2019	100.00	0.00	100.00
@	348817	07/19 Sys Maint							
742		7333-0000	Repairs & Maint- Indirect	R-00131893	6/10/2019	6/10/2019	327.33	0.00	327.33
@	348817	07/19 Sys Maint							
<i>Check Total:</i>							427.33	0.00	427.33
105379	7/12/2019	07/19	TSCMCO	TSCM CORPORATION					
742		5525-0000	Pkg Lot-Sweeping	7019097	7/1/2019	7/31/2019	224.00	0.00	224.00
@	07/19 Sweeping Svc								
<i>Check Total:</i>							224.00	0.00	224.00
105380	7/18/2019	07/19	CITYLA	CITY OF LAGUNA HILLS					
742		5805-0000	Insurance	CLH00164	7/11/2019	7/11/2019	82,299.35	0.00	82,299.35
@	010010	07/19 -06/20 Prop Ins							
742		5810-0000	Insurance - Earthquake	CLH00164	7/11/2019	7/11/2019	15,308.00	0.00	15,308.00
@	010010	07/19 -06/20 Earthquake Ins							
<i>Check Total:</i>							97,607.35	0.00	97,607.35
105381	7/18/2019	07/19	COXCOM	COX COMMUNICATIONS					
742		5410-0000	HVAC Contract Services	11901-070519	7/5/2019	7/26/2019	95.00	0.00	95.00
@	0017601048511901	07/05/19-08/04/19 DSL for EMS							

Attachment: Check Register for July, August, and September (1975 : Civic Center First Quarter Financial

Database: ESSEXREALTY
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Check Register
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

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Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice	Due Date	Invoice	Discount	Check
Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
<i>Check Total:</i>							95.00	0.00	95.00
105382	7/18/2019	07/19	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba					
742		5160-0000	Cleaning Supplies	M1359171-IN	6/30/2019	6/30/2019	707.67	0.00	707.67
@	0011110	06/19 Supplies							
<i>Check Total:</i>							707.67	0.00	707.67
105383	7/18/2019	07/19	MASTE5	MASTERCARE PROTECTION & CLEANING					
742		5485-0000	Floor & Carpet Rpr/Maint	30000	7/10/2019	8/9/2019	814.00	0.00	814.00
@	07/19-09/19	Carpet cln							
<i>Check Total:</i>							814.00	0.00	814.00
105384	7/18/2019	07/19	PARAG1	SAN DIEGO SERVICES LLC dba					
742		5495-0000	Onsite Maint Personnel	170430 C	6/30/2019	7/30/2019	670.10	0.00	670.10
@	06/16/19-06/30/19	Bld. Engineer Svc.							
<i>Check Total:</i>							670.10	0.00	670.10
105385	7/23/2019	07/19	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba					
742		5130-0000	Cleaning Contract-Janitor	M1359943-IN	7/19/2019	7/19/2019	3,661.99	0.00	3,661.99
@	111	07/19 Janitorial Svc							
<i>Check Total:</i>							3,661.99	0.00	3,661.99
105386	7/23/2019	07/19	AIRCO1	AIR CONTROL SYSTEMS INC					
742		5410-0000	HVAC Contract Services	INV-12749	7/13/2019	8/12/2019	2,758.00	0.00	2,758.00
@	A12407	04/19-06/19 HVAC Svc							
<i>Check Total:</i>							2,758.00	0.00	2,758.00
105387	7/23/2019	07/19	BUILDR	BUILDRITE INC					
742		5460-0000	Plumbing Repairs/Supplies	19-208 2338	7/12/2019	8/11/2019	579.50	0.00	579.50
@	Ste 210 Rplcd Y Pipe								
<i>Check Total:</i>							579.50	0.00	579.50
<i>CITY OF LAGUNA HILLS Total:</i>							124,225.41	0.00	124,225.41

Attachment: Check Register for July, August, and September (1975 : Civic Center First Quarter Financial

Database: ESSEXREALTY
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Check Register
 Essex Realty SaaS DB
 CITY OF LAGUNA HILLS

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Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice	Invoice	Discount	Check
Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date	Due Date	Amount	Amount
Dept	Reference	Description						

Grand Total: 124,225.41 0.00 124,225.41

Database: ESSEXREALTY
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Check Register
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

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08/19 Through 08/19

Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice	Due Date	Invoice	Discount	Check
Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
105388	7/29/2019	08/19	ATTCOR	ATT CORP					
742		5504-0000	Property Telephone	000013341253	7/15/2019	8/14/2019	556.86	0.00	556.86
@	BAN 9391060982	06/15/19-07/14/19							
						<i>Check Total:</i>	556.86	0.00	556.86
105389	7/29/2019	08/19	ELTORO	EL TORO WATER DISTRICT					
742		5502-0000	Water & Sewer	49540-071219	7/12/2019	8/1/2019	554.64	0.00	554.64
@	169922449540	06/13/19-07/12/19 Mtr 08956098							
						<i>Check Total:</i>	554.64	0.00	554.64
105390	7/29/2019	08/19	ELTORO	EL TORO WATER DISTRICT					
742		5502-0000	Water & Sewer	49542-071219	7/12/2019	8/1/2019	67.44	0.00	67.44
@	169922449542	06/13/19-07/12/19 Mtr 00036069							
						<i>Check Total:</i>	67.44	0.00	67.44
105391	7/29/2019	08/19	ELTORO	EL TORO WATER DISTRICT					
742		5502-0000	Water & Sewer	49548-071219	7/12/2019	8/1/2019	366.81	0.00	366.81
@	169922449548	06/13/19-07/12/19 Mtr 08188857							
						<i>Check Total:</i>	366.81	0.00	366.81
105392	7/29/2019	08/19	ESSEX	ESSEX REALTY MANAGEMENT INC					
742		1260-0000	Lease Commissions	742-042919	4/29/2019	4/29/2019	14,199.10	0.00	14,199.10
@	New Lease Ste 210 NY A LLC 60M 7/1/19-6/30/24								
						<i>Check Total:</i>	14,199.10	0.00	14,199.10
105393	7/29/2019	08/19	SCE	SOUTHERN CALIFORNIA EDISON					
742		5499-0000	Electricity-General	06934-072419	7/24/2019	8/12/2019	4,337.48	0.00	4,337.48
@	2270506934	06/21/19-07/23/19 Mtr 259000-050224							
						<i>Check Total:</i>	4,337.48	0.00	4,337.48
105394	8/5/2019	08/19	SCE	SOUTHERN CALIFORNIA EDISON					
742		5499-0000	Electricity-General	97749-072619	7/26/2019	8/14/2019	7,109.72	0.00	7,109.72
@	2265197749	06/24/19-07/24/19 Mtr 259000-050223							
						<i>Check Total:</i>	7,109.72	0.00	7,109.72

Attachment: Check Register for July, August, and September (1975 : Civic Center First Quarter Financial

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Check Register
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CITY OF LAGUNA HILLS

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Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice	Due Date	Invoice	Discount	Check
Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
105395	8/13/2019	08/19	COUN12	COUNTY OF ORANGE					
742		7326-0000	Environmental Expense	IN1193058	8/3/2019	8/3/2019	189.00	0.00	189.00
@	AR1398908	07/19-06/20 Environment Inspect Report for Generator							
						<i>Check Total:</i>	<i>189.00</i>	<i>0.00</i>	<i>189.00</i>
105396	8/13/2019	08/19	ESSEX	ESSEX REALTY MANAGEMENT INC					
742		5305-0000	Mgmt Fee-Agent	742-0819MF	8/1/2019	8/1/2019	3,801.00	0.00	3,801.00
@	08/19 Mgmt Fee								
						<i>Check Total:</i>	<i>3,801.00</i>	<i>0.00</i>	<i>3,801.00</i>
105397	8/13/2019	08/19	THEGAS	THE GAS COMPANY					
742		5500-0000	Gas	71474-080519	8/5/2019	8/23/2019	32.42	0.00	32.42
@	14430971474	07/02/19-08/01/19 Mtr 13001720							
						<i>Check Total:</i>	<i>32.42</i>	<i>0.00</i>	<i>32.42</i>
105398	8/13/2019	08/19	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba					
742		7330-0000	Tenant Space Refurb	M1361481-IN	7/26/2019	7/26/2019	135.00	0.00	135.00
@	111	Ste 300 Carpet Clean							
742		5160-0000	Cleaning Supplies	M1364642-IN	7/31/2019	7/31/2019	643.04	0.00	643.04
@	111	07/19 Supplies							
						<i>Check Total:</i>	<i>778.04</i>	<i>0.00</i>	<i>778.04</i>
105399	8/13/2019	08/19	AIRCO1	AIR CONTROL SYSTEMS INC					
742		5415-0000	HVAC Repair/Maint	INV-14216	7/19/2019	8/18/2019	484.83	0.00	484.83
@	A12407	Ste 100 Rplce Fuse & Schrader							
742		5415-0000	HVAC Repair/Maint	INV-14568	8/11/2019	9/10/2019	1,003.88	0.00	1,003.88
@	A12407	Ste 203 Installed supply register/pump							
742		5415-0000	HVAC Repair/Maint	INV-14569	7/18/2019	8/17/2019	343.34	0.00	343.34
@	A12407	Ste 301 Leak Check & Rpr							
742		5415-0000	HVAC Repair/Maint	INV-15265	7/31/2019	8/30/2019	351.60	0.00	351.60
@	A12407	Ste 260 Rplc Capacitor							
742		5415-0000	HVAC Repair/Maint	INV-15321	7/31/2019	8/30/2019	609.74	0.00	609.74
@	A12407	City Ofcs rplce cndste pump							
						<i>Check Total:</i>	<i>2,793.39</i>	<i>0.00</i>	<i>2,793.39</i>
105400	8/13/2019	08/19	CONTRO	CONTROLLED KEY SYSTEMS INC					

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Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
742		7330-0000	Tenant Space Refurb	WO-0006425	8/6/2019	9/5/2019	150.20	0.00	150.20
@	St 300 Rekey & Key	Copies							
<i>Check Total:</i>							150.20	0.00	150.20
105401	8/13/2019	08/19	FIRESA	THE BRETHREN INC dba					
742		5121-0000	Security-Fire Alarms	1065770	8/5/2019	9/4/2019	195.00	0.00	195.00
@	ACCT1965	07/19 - 09/19 FS Inspect							
<i>Check Total:</i>							195.00	0.00	195.00
105402	8/13/2019	08/19	HATTOX	HATTOX DESIGN GROUP LLC					
742		7320-0000	Admin & Professional Exp.	1907104	7/31/2019	8/30/2019	1,275.00	0.00	1,275.00
@		Design Fees Clerk Recorder							
<i>Check Total:</i>							1,275.00	0.00	1,275.00
105403	8/13/2019	08/19	LIVIN1	DONALD GILBERT dba					
742		5562-0000	Landscaping-Interior	T82711	7/20/2019	8/19/2019	329.00	0.00	329.00
@	08/19 Int Plant Svc								
742		5562-0000	Landscaping-Interior	T82775	7/22/2019	8/21/2019	283.32	0.00	283.32
@		2nd Flr Addl plants & materials							
<i>Check Total:</i>							612.32	0.00	612.32
105404	8/13/2019	08/19	MASTE5	MASTERCARE PROTECTION & CLEANING					
742		7333-0000	Repairs & Maint- Indirect	30237	7/31/2019	8/30/2019	850.00	0.00	850.00
@	Environ Air Test								
<i>Check Total:</i>							850.00	0.00	850.00
105405	8/13/2019	08/19	MERCH1	MERCHANTS BULDING MAINTENANCE LLC					
742		5150-0000	Add'l Cleaning-DayPorter	538028	8/1/2019	8/1/2019	3,279.20	0.00	3,279.20
@	33013	08/19 Dayporter Svc							
<i>Check Total:</i>							3,279.20	0.00	3,279.20
105406	8/13/2019	08/19	PARAG1	SAN DIEGO SERVICES LLC dba					
742		5495-0000	Onsite Maint Personnel	170551 C	7/15/2019	8/14/2019	773.42	0.00	773.42
@	07/01/19-07/15/19	Bldg Engineer Svc							

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Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
<i>Check Total:</i>							773.42	0.00	773.42
105407	8/13/2019	08/19	ROSSCO	GRANT ROSS dba					
742		5491-0000	Misc Repair/Maint	4681	8/10/2019	9/9/2019	3,710.00	0.00	3,710.00
@		Common area painting							
<i>Check Total:</i>							3,710.00	0.00	3,710.00
105408	8/13/2019	08/19	SKYLIN	CTJAMJT CORPORATION dba					
742		5490-0000	Pest Control	130670	7/22/2019	8/21/2019	75.00	0.00	75.00
@		07/19 Pest Control							
742		5490-0000	Pest Control	135263	7/30/2019	8/29/2019	65.00	0.00	65.00
@		Dead Animal Inspection							
<i>Check Total:</i>							140.00	0.00	140.00
105409	8/13/2019	08/19	SSDSYS	SECURITY SIGNAL DEVICES INC dba					
742		5121-0000	Security-Fire Alarms	R-00137617	7/11/2019	8/5/2019	100.00	0.00	100.00
@		08/19 Sys Maint							
742		7333-0000	Repairs & Maint- Indirect	R-00137617	7/11/2019	8/5/2019	327.33	0.00	327.33
@		08/19 Sys Maint							
<i>Check Total:</i>							427.33	0.00	427.33
105410	8/13/2019	08/19	TSCMCO	TSCM CORPORATION					
742		5525-0000	Pkg Lot-Sweeping	8019098	8/1/2019	8/31/2019	224.00	0.00	224.00
@		08/19 Sweeping Svc							
<i>Check Total:</i>							224.00	0.00	224.00
105411	8/21/2019	08/19	COXCOM	COX COMMUNICATIONS					
742		5410-0000	HVAC Contract Services	11901-081519	8/5/2019	8/26/2019	95.00	0.00	95.00
@		0017601048511901	08/05/19-09/04/19 DSL for EMS						
<i>Check Total:</i>							95.00	0.00	95.00
105412	8/21/2019	08/19	PARAG1	SAN DIEGO SERVICES LLC dba					
742		5495-0000	Onsite Maint Personnel	170698 C	7/30/2019	8/29/2019	761.73	0.00	761.73
@		Bldg Engineer Svc	07/16/19-07/31/19						

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Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date			Amount	Amount	Amount
Dept	Reference	Description								
<i>Check Total:</i>								761.73	0.00	761.73
105413	8/21/2019	08/19	SOUT39	JEFF ALEXANDER dba						
742		5565-0000	Fountain Maintenance	371-29	8/1/2019	8/31/2019		150.00	0.00	150.00
@	08/19 Fountain Svc									
<i>Check Total:</i>								150.00	0.00	150.00
105414	8/21/2019	08/19	STODD1	STODDARDS RESTORATION SERVICES INC						
742		5491-0000	Misc Repair/Maint	121060	8/15/2019	9/14/2019		2,225.00	0.00	2,225.00
@	08/19 Qrty Wood Main	C/A								
742		7333-0000	Repairs & Maint- Indirect	121061	8/15/2019	9/14/2019		2,225.00	0.00	2,225.00
@	08/19 Qrtly Wood	Main City Space								
<i>Check Total:</i>								4,450.00	0.00	4,450.00
105415	8/23/2019	08/19	ATTCOR	ATT CORP						
742		5504-0000	Property Telephone	000013487252	8/15/2019	9/23/2019		632.21	0.00	632.21
@	BAN 9391060982	07/15/19-08/14/19								
<i>Check Total:</i>								632.21	0.00	632.21
105416	8/23/2019	08/19	SCE	SOUTHERN CALIFORNIA EDISON						
742		5499-0000	Electricity-General	06934-082219	8/22/2019	9/10/2019		4,101.98	0.00	4,101.98
@	2270506934	07/23/19-08/21/19 Mtr 259000-050224								
<i>Check Total:</i>								4,101.98	0.00	4,101.98
<i>CITY OF LAGUNA HILLS Total:</i>								56,613.29	0.00	56,613.29
<i>Grand Total:</i>								56,613.29	0.00	56,613.29

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Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
105417	8/28/2019	09/19	ELTORO	EL TORO WATER DISTRICT					
742		5502-0000	Water & Sewer	49540-081319	8/13/2019	9/3/2019	677.18	0.00	677.18
@	169922449540	07/12/19-08/13/19 Mtr 08956098							
						<i>Check Total:</i>	677.18	0.00	677.18
105418	8/28/2019	09/19	ELTORO	EL TORO WATER DISTRICT					
742		5502-0000	Water & Sewer	49542-081319	8/13/2019	9/3/2019	67.44	0.00	67.44
@	169922449542	07/12/19-08/13/19 Mtr 00036069							
						<i>Check Total:</i>	67.44	0.00	67.44
105419	8/28/2019	09/19	ELTORO	EL TORO WATER DISTRICT					
742		5502-0000	Water & Sewer	49548-081319	8/13/2019	9/3/2019	616.28	0.00	616.28
@	169922449548	07/12/19-08/13/19 Mtr 08188857							
						<i>Check Total:</i>	616.28	0.00	616.28
105420	9/5/2019	09/19	SCE	SOUTHERN CALIFORNIA EDISON					
742		5499-0000	Electricity-General	97749-082419	8/24/2019	9/12/2019	6,777.93	0.00	6,777.93
@	2265197749	07/24/19-08/22/19 Mtr 259000-050223							
						<i>Check Total:</i>	6,777.93	0.00	6,777.93
105421	9/17/2019	09/19	ESSEX	ESSEX REALTY MANAGEMENT INC					
742		5305-0000	Mgmt Fee-Agent	742-0919MF	9/1/2019	9/1/2019	3,801.00	0.00	3,801.00
@	09/19 Mgmt Fee								
						<i>Check Total:</i>	3,801.00	0.00	3,801.00
105422	9/19/2019	09/19	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba					
742		5130-0000	Cleaning Contract-Janitor	M1365997-IN	8/21/2019	8/21/2019	3,661.99	0.00	3,661.99
@	111	08/19 Janitorial Svc							
742		5160-0000	Cleaning Supplies	M1370569-IN	8/31/2019	8/31/2019	557.94	0.00	557.94
@	111	08/19 Supplies							
						<i>Check Total:</i>	4,219.93	0.00	4,219.93
105423	9/19/2019	09/19	COMM12	COMMERCIAL CARPET & FLOORING					
742		7330-0000	Tenant Space Refurb	47938	7/25/2019	8/24/2019	6,179.40	0.00	6,179.40
@	Ste 100A/100 Carpet Install								

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Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
Check Total:							6,179.40	0.00	6,179.40
105424	9/19/2019	09/19	FIRESA	THE BRETHREN INC dba					
742		5448-0000	Fire, Life, Safety	1066973	9/16/2019	10/16/2019	195.00	0.00	195.00
@	ACCT1965	Annual Fire Ext Svc							
Check Total:							195.00	0.00	195.00
105425	9/19/2019	09/19	LIVIN1	DONALD GILBERT dba					
742		5562-0000	Landscaping-Interior	T82825	8/20/2019	9/19/2019	329.00	0.00	329.00
@	09/19 Int Plant Svc								
Check Total:							329.00	0.00	329.00
105426	9/19/2019	09/19	PARAG1	SAN DIEGO SERVICES LLC dba					
742		5495-0000	Onsite Maint Personnel	170812 C	8/15/2019	9/14/2019	680.91	0.00	680.91
@	Bldg Engineer Svc	08/01/19-08/15/19							
Check Total:							680.91	0.00	680.91
105427	9/19/2019	09/19	PETTY7	PETTY CASH LADERA	Unused - Continued Check				
742		5465-0000	Electrical Repair/Maint	0819-PETTY	8/21/2019	9/20/2019	0.00	0.00	0.00
@	Carried to 105428								
Check Total:							0.00	0.00	0.00
105428	9/19/2019	09/19	PETTY7	PETTY CASH LADERA					
742		5465-0000	Electrical Repair/Maint	0819-PETTY	8/21/2019	9/20/2019	18.27	0.00	18.27
@	Rpr tree outlets								
742		5480-0000	Sign Repair/Maint	0819-PETTY	8/21/2019	9/20/2019	9.83	0.00	9.83
@	Paint Ext Monument								
742		5491-0000	Misc Repair/Maint	0819-PETTY	8/21/2019	9/20/2019	29.83	0.00	29.83
@	Ste 100 Patch&Paint								
742		7330-0000	Tenant Space Refurb	0819-PETTY	8/21/2019	9/20/2019	77.03	0.00	77.03
@	Ste 300 Patch&Paint								
742		5491-0000	Misc Repair/Maint	0819-PETTY	8/21/2019	9/20/2019	27.72	0.00	27.72
@	Paint Police Svcs								
742		5491-0000	Misc Repair/Maint	0819-PETTY	8/21/2019	9/20/2019	38.56	0.00	38.56
@	#210 Weather Strip	Entry Doors							

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<i>Check Total:</i>								201.24	0.00	201.24
105429	9/19/2019	09/19	THEGAS	THE GAS COMPANY						
742		5500-0000	Gas		71474-090419	9/4/2019	9/24/2019	26.61	0.00	26.61
@	14430971474	08/01/19-08/30/19 Mtr 13001720								
<i>Check Total:</i>								26.61	0.00	26.61
105430	9/23/2019	09/19	AIRCO1	AIR CONTROL SYSTEMS INC						
742		5415-0000	HVAC Repair/Maint		INV-14761	8/26/2019	9/25/2019	3,910.03	0.00	3,910.03
@	A12407	Cleaned Water Loop System								
<i>Check Total:</i>								3,910.03	0.00	3,910.03
105431	9/23/2019	09/19	AMTEC2	PACIFIC COAST ELEVATOR INC dba						
742		5435-0000	Elevator Contract Service		DVB06326919	8/20/2019	8/20/2019	1,623.33	0.00	1,623.33
@	320358	09/19-11/19 Qtrly Elevator Svc								
<i>Check Total:</i>								1,623.33	0.00	1,623.33
105432	9/23/2019	09/19	ESSEX	ESSEX REALTY MANAGEMENT INC						
742		5491-0000	Misc Repair/Maint		742-0827CMF	8/27/2019	8/27/2019	185.50	0.00	185.50
@	CMF Rossco Prop Svc	Inv4681								
742		7330-0000	Tenant Space Refurb		742-0827CMF	8/27/2019	8/27/2019	308.97	0.00	308.97
@	CMF Commercial Carpe t	Inv47938								
<i>Check Total:</i>								494.47	0.00	494.47
105433	9/23/2019	09/19	PARAG1	SAN DIEGO SERVICES LLC dba						
742		5495-0000	Onsite Maint Personnel		170957 C	8/31/2019	9/30/2019	720.38	0.00	720.38
@	Bldg Engineer Svc	08/16/19-08/31/19								
<i>Check Total:</i>								720.38	0.00	720.38
105434	9/23/2019	09/19	ROSSCO	GRANT ROSS dba						
742		1230-0000	Capital Improvements		4681A	8/10/2019	9/9/2019	350.00	0.00	350.00
@	Paint Conference Rm	Doors								
<i>Check Total:</i>								350.00	0.00	350.00
105435	9/23/2019	09/19	SKYLIN	CTJAMJT CORPORATION dba						

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Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
742		5490-0000	Pest Control	133466	8/22/2019	9/21/2019	75.00	0.00	75.00
@	08/19 Pest Control								
						<i>Check Total:</i>	75.00	0.00	75.00
105436	9/23/2019	09/19	SOUT39	JEFF ALEXANDER dba					
742		5565-0000	Fountain Maintenance	371-30	9/3/2019	10/3/2019	150.00	0.00	150.00
@	09/19 Fountain Svc								
						<i>Check Total:</i>	150.00	0.00	150.00
105437	9/23/2019	09/19	SSDSYS	SECURITY SIGNAL DEVICES INC dba					
742		5121-0000	Security-Fire Alarms	R-00141740	8/13/2019	8/13/2019	100.00	0.00	100.00
@	348817	09/19 Sys Maint							
742		7333-0000	Repairs & Maint- Indirect	R-00141740	8/13/2019	8/13/2019	327.33	0.00	327.33
@	348817	09/19 Sys Maint							
						<i>Check Total:</i>	427.33	0.00	427.33
105438	9/23/2019	09/19	STONEI	PAUL RIHA dba					
742		4800-0000	Tenant Reimbursements	25055	8/29/2019	9/28/2019	457.94	0.00	457.94
@	Ste 210 Sign Plaque								
						<i>Check Total:</i>	457.94	0.00	457.94
105439	9/23/2019	09/19	TSCMCO	TSCM CORPORATION					
742		5525-0000	Pkg Lot-Sweeping	9019099	9/1/2019	10/1/2019	224.00	0.00	224.00
@	09/19 Sweeping Svc								
						<i>Check Total:</i>	224.00	0.00	224.00
105440	9/25/2019	09/19	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba					
742		5130-0000	Cleaning Contract-Janitor	m1371487-in	9/20/2019	9/20/2019	3,661.99	0.00	3,661.99
@	111	09/19 Janitorial Svcs							
						<i>Check Total:</i>	3,661.99	0.00	3,661.99
105441	9/25/2019	09/19	ATTCOR	ATT CORP					
742		5504-0000	Property Telephone	000013629970	9/15/2019	10/15/2019	629.29	0.00	629.29
@	9391060982	08/15/19-09/14/19 BAN 9391060982							

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<i>Check Total:</i>							629.29	0.00	629.29
105442	9/25/2019	09/19	COXCOM	COX COMMUNICATIONS					
742		5410-0000	HVAC Contract Services	11901-090519	9/5/2019	9/5/2019	95.00	0.00	95.00
@	0017601048511901	09/05/19-10/04/19 DSL for EMS							
<i>Check Total:</i>							95.00	0.00	95.00
105443	9/25/2019	09/19	LIVIN1	DONALD GILBERT dba					
742		5562-0000	Landscaping-Interior	T82942	9/20/2019	10/20/2019	329.00	0.00	329.00
@	10/19 Int Plant Svc								
<i>Check Total:</i>							329.00	0.00	329.00
105444	9/25/2019	09/19	MERCH1	MERCHANTS BULDING MAINTENANCE LLC					
742		5150-0000	Add'l Cleaning-DayPorter	541813	9/1/2019	9/1/2019	3,279.20	0.00	3,279.20
@	33013	09/19 Dayporter Svc							
<i>Check Total:</i>							3,279.20	0.00	3,279.20
105445	9/25/2019	09/19	MILLE7	MILLENNIUM ALARM SYSTEMS INC					
742		7333-0000	Repairs & Maint- Indirect	040802-4052	9/17/2019	10/17/2019	3,000.00	0.00	3,000.00
@	Camera Maintenance C ontract								
<i>Check Total:</i>							3,000.00	0.00	3,000.00
105446	9/25/2019	09/19	PARAG1	SAN DIEGO SERVICES LLC dba					
742		5495-0000	Onsite Maint Personnel	171079 C	9/15/2019	10/15/2019	754.44	0.00	754.44
@	Bldg Engineer Svc	09/01/19-09/15/19							
<i>Check Total:</i>							754.44	0.00	754.44
105447	9/25/2019	09/19	REGENC	REGENCY ENTERPRISES INC dba					
742		5465-0000	Electrical Repair/Maint	4498984	7/26/2019	8/25/2019	90.57	0.00	90.57
@	1287741	LED Ballast for monument							
<i>Check Total:</i>							90.57	0.00	90.57
105448	9/25/2019	09/19	SKYLIN	CTJAMJT CORPORATION dba					
742		5490-0000	Pest Control	136378	9/18/2019	10/18/2019	75.00	0.00	75.00
@	3018	09/19 Pest Control							

Database: ESSEXREALTY
 ENTITY: 742

Check Register
 Essex Realty SaaS DB
 CITY OF LAGUNA HILLS

Page: 6
 Date: 10/2/2019
 Time: 11:46 AM

09/19 Through 09/19

Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice	Due Date	Invoice	Discount	Check
Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							

Check Total: 75.00 0.00 75.00

105449 9/25/2019 09/19 SOUT41 SOUTH COUNTY PLUMBING INC

742 5460-0000 Plumbing Repairs/Supplies 16532 9/17/2019 10/17/2019 550.00 0.00 550.00

@ Leak Detection & Rep air Men's RR

Check Total: 550.00 0.00 550.00

CITY OF LAGUNA HILLS Total: 44,668.89 0.00 44,668.89

Grand Total: 44,668.89 0.00 44,668.89



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 12, 2019

TO: Mayor and Council Members

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

ISSUE: Approval of Proposed Professional Services Agreements for On-Call Landscape Architecture Services with (1) Nuvis, Inc.; (2) Richard Fisher Associates, Inc.; and (3) Van Dyke Landscape Architects, Inc.

RECOMMENDATION: That the City Council approve the proposed Professional Services Agreements for On-call Landscape Architecture Services with (1) Nuvis, Inc.; (2) Richard Fisher Associates, Inc.; and (3) Van Dyke Landscape Architects, Inc., and authorize the Mayor to execute the Agreements.

SUMMARY:

The City's staffing model requires reliance upon professional on-call consultant services for staff support of a variety of initiatives and responsibilities and for capital improvement project implementation in the areas of landscape architecture, landscape maintenance practices, efficient irrigation practices and related support services. The professional consultant services are provided on an on-call, as needed basis to fill short term consulting needs and to meet budget goals. Due to the expiration of existing agreements with landscape architecture firms that have provided professional on-call consulting services to the City, staff issued a Request for Proposals (RFP) on August 19, 2019, for On-Call Landscape Architecture Services. On September 19, 2019, six firms submitted proposals, along with corresponding fee schedules in separate sealed envelopes, for the City's review and evaluation. Staff evaluated these proposals and invited five qualified firms for interviews, which were held on September 25, 2019. As a result of this formal competitive process, it is recommended that on-call Professional Services Agreements (PSAs) be awarded and entered into with the

following three qualified firms: (1) Nuvis, Inc.; (2) Richard Fisher Associates, Inc.; and (3) Van Dyke Landscape Architects, Inc. The proposed PSAs are set up for an initial five-year term, are non-exclusive agreements which allows the City maximum flexibility for requesting services and, as desired, allows the City to seek additional proposals for any particular initiative. City Council approval and authorization for the Mayor to execute the proposed PSAs is recommended.

BACKGROUND:

Historically, the City has relied upon professional on-call consultant services for technical staff support including the areas of landscape architecture, landscape maintenance practices, efficient irrigation practices and related support services. This model allows the City to maintain a small staff presence and to expand their capabilities as needed for specific initiatives or projects through the use of these contracted professional services. Previous PSAs for On-Call Landscape Architecture Services with two firms expired as of June 30, 2019. Accordingly, staff issued a Request for Proposals (RFP) on August 19, 2019, for these services. The Scope of Services requested of the professional consultants in this RFP included the following:

1. Landscape Architect Services. Provide one State of California registered Landscape Architect, experienced in public agency landscape and irrigation improvements and maintenance operations, to be available on-call to consult with City Staff to address a variety of technical issues including but not limited to field reviews, landscape evaluation, irrigation system evaluation, plant material quality reviews, budgeting and conceptual design of potential solutions and costs. Landscape Architect to have a minimum of 15 years of experience. Utilize an estimated annual time commitment of 20 hours for this work for the schedule and fee proposal.
2. Capital Improvement Project Inspection. Provide an inspector for landscape/irrigation/water quality construction inspection, as needed, for City or private projects. Inspector shall have a minimum of 15 years of public agency experience. Assume the annual duration of work is set for 20 working days for the schedule and fee proposal. Part time and full-time inspection time commitments are acceptable for this work.
3. Plan Check. Provide experienced staff to plan check 1) proposed development landscape improvement concept plans for the Community Development Department to assist in conditioning project applications to meet

City Code and General Plan requirements (including the Urban Village Specific Plan), 2) landscape improvement construction plans, private or public, and 3) irrigation system designs for conformance with local water conservation requirements and City Code. Assume plan check services will be requested up to six times per year and each plan check will consist of one set of plans of ten sheets being checked for three cycles of plan check for the schedule and fee proposal.

4. Landscape Architecture Design Services. Provide design services (Schematic Design, Design Development and Construction Documents) for the preparation of plans, specifications and estimates for Capital Improvement Projects including, but not limited to, landscaping, irrigation (including conversion of potable to recycled water irrigation), site amenities, public art and water quality improvements for such facilities as parks, median islands, parkways, sports fields, open spaces, trails, habitat areas and related facilities. Provide a typical design scenario for an existing local three-acre park refurbishment project, outlining all design steps to be taken, for the schedule and fee proposal.

5. Evaluation of the usage of non-synthetic pesticides. The City is currently engaged in a one-year test at two local parks solely utilizing non-synthetic pesticides for the control of pests. The test runs from July 1, 2019 to June 30, 2020, and is being prosecuted by the City's Landscape Contractor with City oversight of the project specifications. Provide assistance to the City staff in reviewing the Contractors quarterly reports and final report of this work effort including at least one field review. Utilize an estimated project time commitment of 16 hours for this work for the schedule and fee proposal.

6. Budget Assistance. Assist Staff with the Departmental and Capital Improvement biennial budget preparation. Utilize an estimated annual time commitment of 8 hours for this work for the schedule and fee proposal.

7. Technical Consultation. Assist Staff with the review and improvement of the City Code requirements for irrigation related water conservation and water quality, the Landscape Maintenance Specifications, the Tree Maintenance Specifications, the Rodent Control Specifications and other similar work efforts. Utilize an estimated annual time commitment of 20 hours for this work for the schedule and fee proposal.

By September 19, 2019, six firms submitted Proposals, along with Fee Schedules in separate sealed envelopes, for the City's review and evaluation. Staff evaluated these proposals and invited five qualified firms for interviews, which were held on September 25, 2019. Pursuant to Laguna Hills Municipal Code (LHMC) Section 3-08.150 (Professional services contracts), the solicitation and award of professional services agreements are made utilizing the following selection process and criteria. Section 3-08.150 reads in relevant part as follows:

"...[S]election by the city for professional services in areas including but not limited to private architectural, landscape architectural, engineering, environmental, land surveying, construction project management, management and administration, financial, accounting, auditing, actuarial, economics, and/or development and planning, which involve the exercise of discretion and independent judgment together with an advanced or specialized knowledge, expertise, training, or unique skills gained by formal studies or experience, shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, and shall not be awarded solely on the basis of cost. In order to implement this method of selection, the City Manager shall promulgate administrative regulations concerning contracting for professional services to ensure that such services are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the city. In accordance with state law, the city shall consider price after the city is satisfied that the would-be person, company, corporation, contractor, consultant, or firm has demonstrated the competence and professional qualifications necessary for the satisfactory performance of the services required." (Emphasis added.)

Toward this end, the City utilized a qualifications-based selection process to identify professional firms that are best suited and most qualified to serve the City's needs. The RFP identified the following criteria for the selection of the professional consultants' proposals:

1. Experience of the firm and the staff assigned to provide the requested services.
2. Demonstrated understanding of the service needs outlined in the RFP.
3. Successful delivery of similar services.
4. Location of firm and availability of staff to be assigned to projects.
5. Quality of references.

6. Content, quality, completeness and form of submitted proposal.

7. Interview.

Based upon the Staff evaluation of the proposals and the results of the interviews, as well as the future anticipated work load for landscape architecture services, three qualified firms are recommended to enter into on-call PSAs with the City. Having three firms on-call to provide as-needed consulting services allows the City many options for short term on-call assignments by professional consultants. If a particular professional consultant team is not available at a desired time, another professional consultant can fulfill that need. And, some firms have greater strengths in a particular technical area than others have, which provides the City the flexibility to use the best qualified firm for a particular assignment.

The proposed PSAs are set up for an initial five-year term, are task-order based, and are non-exclusive which allows the City maximum flexibility for requesting services and, as desired, to seek additional proposals from other firms for any particular initiative. As a result of the competitive selection process described above, it is recommended that the City enter into the attached PSAs with the following firms: Nuvis, Inc., Richard Fisher Associates, Inc., and Van Dyke Landscape Architects, Inc.

FISCAL IMPACT:

The use of professional consultant services for On-call Civil Engineering, Project Management and Support Services is included in the annual Public Services Department Operating Budget and, as needed, in the related Capital Improvement Program Budget. Staff has identified the City's anticipated relative services to be potentially provided by any one professional consultant and has recommended appropriate annual maximum compensation values of \$100,000 per each consultant, as well as total maximum compensation values of \$500,000 for each consultant, for the initial five-year term of the PSAs. By entering into multiple on-call PSAs for as-needed On-call Landscape Architecture Services, the City is neither obligating itself nor guaranteeing any compensation to the selected professional consultants.

ATTACHMENTS:

- Professional Services Agreement - Nuvis, Inc.
- Professional Services Agreement - Richard Fisher Associates
- Professional Services Agreement - Van Dyke Landscape Architects, Inc.

PROFESSIONAL SERVICES AGREEMENT
Nuvis Landscape Architecture
(On-Call Landscape Architectural Consulting Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 12th day of November 2019, 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 NUVIS, 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 landscape architectural firm to provide full-service landscape architectural consulting services to City, including but not limited to, consultation by a California registered landscape architect, capital improvement project inspection, plan check of landscape improvement concept plans, design of capital improvement projects including site planning, budgeting, and preparation of plans, specifications, and construction cost estimates, budget preparation, technical consultation, coordination with other professional services utilized by City, as well as other related landscape architectural services, on an as-needed on-call basis ("Project").

B. In response to City's formal Request for Proposals ("RFP"), dated August 19, 2019, Consultant has submitted to City a proposal, dated September 19, 2019, to provide professional landscape architectural consulting services for the Project pursuant to the terms of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, specialized equipment, or technical expertise able to perform the work or services contracted for herein.

D. City desires to retain Consultant to provide such professional landscape architectural 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 landscape architectural consulting services to City for the Project as set forth in the Consultant's Proposal/Scope of Work, dated September 19, 2019, 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 19, 2019 ("Consultant's Proposal") and submitted to City, which are both referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal is attached hereto as Exhibits "A" and is hereby incorporated by reference and made a part of this Agreement. All provisions of this Agreement and the Consultant's Proposal 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 officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. 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 Contractor's Proposal/Scope of Work (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum Contract Amount or in the Maximum Annual 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, charges, and/or unit prices 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"), which sum shall not exceed One Hundred Thousand Dollars (\$100,000.00) per Fiscal Year during the term of this Agreement (hereinafter referred to as the "Maximum Annual Contract Amount"). Compensation shall be payable according to the fees and at the rates, charges, and/or unit prices set forth in Exhibit "A" attached hereto. 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 Contract Amount shall include the attendance of Contractor at all Project meetings deemed reasonably necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. 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 the effective date of the Agreement through June 30, 2021). 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, 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 November 12, 2019 and ending on June 30, 2024 ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than one additional three (3) year term under the same terms and conditions ("Renewal Option").

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 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 written 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: **Perry A. Cardoza, PLA, President.** It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees,

were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. 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 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. The policy shall be endorsed to provide the following: Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

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 the extent that such Claims arise out of, pertain to, or are related to the City's sole negligence, active negligence, or willful misconduct.

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
Facsimile: (949) 707-2633

To Consultant: Nuvis Landscape Architecture
Attention: Perry A. Cardoza, PLA, ASLA, President
3151 Airway Avenue, Suite J3
Costa Mesa, California 92626
Telephone: (714) 754-7311

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

 DON SEDGWICK,
 Mayor

ATTEST:

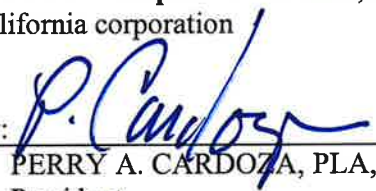
(SEAL)

 MELISSA AU-YEUNG,
 Assistant to the City Manager/ City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONSULTANT”
Nuvis Landscape Architecture, a
 California corporation

By: 
 PERRY A. CARDOZA, PLA, ASLA
 President

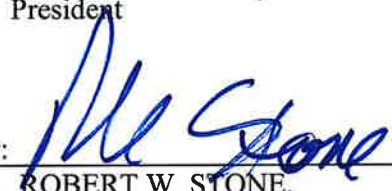
By: 
 ROBERT W. STONE,
 Secretary

EXHIBIT “A”**CONSULTANT’S PROPOSAL/ SCOPE OF WORK****DATED: SEPTEMBER 19, 2019**

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

nuvis
LANDSCAPE ARCHITECTURE

PROPOSAL
SUBMITTAL
**CITY OF
LAGUNA HILLS**
ON-CALL
LANDSCAPE
ARCHITECTURE
SERVICE

SEPTEMBER 19, 2018

civicdesign

nu vision
nu leadership
nu design

contact@nuvis.net
www.nuvis.net

Packet Pg. 89

Attachment: Professional Services Agreement - Nuvis, Inc. (1978 : Professional Services Agr for On-Call Landscape Architecture Services)



Kenneth Rosenfield, Asst. City Manager/Public Services Director
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

RE: City of Laguna Hills RFP On-Call Landscape Architecture Services

Dear Mr. Rosenfield:

Thank you for the opportunity to submit NUVIS' qualifications and professional fees for the City's RFP for On-Call Landscape Architecture Services. NUVIS is a certified D/MBE and SBE firm with our Corporate Office located locally in Costa Mesa, CA. NUVIS has enjoyed working with the City previously, providing similar services. We are excited to share additional information relative to our decades of experience and excellence in landscape architecture.

Summary of Key Points:

- For 48 years, NUVIS has been providing professional services for both public agencies and private developers, for a variety of project types.
- We have a strong working knowledge of local, federal, and state requirements for planting and irrigation plans, and understand key points for smooth plan checking
- NUVIS has established comprehensive plan review checklists
- NUVIS provides a full range of landscape architectural services
- NUVIS has an extensive history providing similar services for public agencies
- Perry Cardoza and Lamont Klecker have a well-established history providing professional services throughout Orange County
- NUVIS carries appropriate levels of professional insurance coverages

Our 48-year experience with on-call contracts includes a multitude of public agencies. Services range from programming, planning, and PS&E to construction administration and closeout, as well as design guidelines and O&M manuals. Specific to this RFQ, our experience also includes investigations, assessments, and peer plan check review of landscape and irrigation documents. We have extensive experience with conformance checklists and compliance with regulatory ordinances, standards, and programs.

We are a team of focused and dedicated personnel with over 48 years of experience working with and for governmental agencies. We look forward to working with the City of Laguna Hills in the near future!

Sincerely,



Perry A. Cardoza, PLA, ASLA
President

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B. Company Data

1. NUVIS, 3151 Airway Avenue Suite J3, Costa Mesa, CA 92626
2. Perry A. Cardoza, PLA, ASLA, President
3151 Airway Avenue, Suite J3, Costa Mesa, CA 92626, T: 714-754-7311
3. State of California S Corporation
4. 95-2801396
5. Costa Mesa: 3151 Airway Avenue Suite J3, Costa Mesa, CA 92626, 714-754-7311
Los Angeles: 200 N. Fernando Rd #514, Los Angeles, CA 90031, 323-677-5507 ext 400
San Ramon: 2430 Camino Ramon Suite 365, San Ramon, CA 94583, 925-242-0558
Las Vegas: 9842 Ridge Hill Avenue, Las Vegas, NV 89147, 702-384-3858
Global NUVIS Email: accounting@nuvis.net
Perry Cardoza Email: pcardoza@nuvis.net
6. NUVIS is privately owned and operated.
7. NUVIS, 12/1993.
Previous: Cardoza Dillalo Associates 11/1971; Cardoza Dillalo Harrington 5/1984
8. NUVIS has been providing professional landscape architecture design and planning services for over 48 years.

9. On-Call Contracts Last Five Years

Scope of work for all contracts is professional landscape architecture planning and design. Contract Managers vary based on task order solicitation. Additional information is available upon request.

Agency	Start Date	End Date	Contract Amount
City of Anaheim DPW	2010	2022	\$0
City of Anaheim Parks	2005	2015	\$193,650
City of Brea	2019	2020	\$19,800
City of Commerce	2015	2018	\$0
City of Corona	2014	2015	\$13,700
City of Downey	2018	2022	\$0
City of Fountain Valley	2018		\$85,112
City of Irvine	2010	2022	\$312,374
City of Laguna Hills	2014	2019	\$24,350
City of Laguna Woods	2013	2016	\$90,339
City of Lancaster Multi-Year Professional Services	2019	2021	\$0
City of Long Beach Urban Design	2017	2020	\$0
City of Los Angeles DPW/BOE Contract 114377	2008	2016	\$120,000
City of Los Angeles Housing Authority	2007	2024	\$0
City of Menifee	2019	2024	\$0
City of Mission Viejo	2013	2016	\$0

City of Montebello	2019	2020	\$0
City of Monterey	2013	2016	\$0
City of Newport Beach	2013	2015	\$513,288
City of Pomona	2011	2014	\$0
City of Rancho Santa Margarita On-Call Engineering Dept.	2017		\$0
City of Redwood City	2013	2015	\$0
City of Riverside Public Utilities Water Division	2018	2021	\$0
City of San Juan Capistrano On-Call	2016	2021	\$1,180,949
City of Stockton	2010	2015	\$0
City of Tustin	2010	OPEN	\$459,630
County of Riverside EDA A/E Services	2018	2021	\$0
County of San Bernardino	2013	2015	\$0
Garden Grove USD Landscape Architect Services	2017		\$207,750
Hesperia Recreation and Park District	OPEN	OPEN	\$32,954
LACCD Landscape Design Services On-Call	2017	2020	\$0
Mountains Recreation and Conservation Authority	2017		\$75,555
Orange County Parks	2013	2016	\$353,233
Orange County Public Works	2013	2021	\$0
Simi Valley USD On-Going Landscape and Related Design Services	2017	20122	\$0

10. NUVIS has not had any failure or refusals to complete a contract.
11. Owners: Perry A. Cardoza, PLA, ASLA = 52%; Robert W. Stone, PLA, ASLA =48%
12. NUVIS does not have other financial interests or lines of business.
13. NUVIS does not have any litigation in the last five years relative to performance of a professional services agreement or participation on a project.
14. NUVIS does not have any termination of contracts "For Cause" history.

C. Resumes and Qualifications of Personnel

Staffing Plan

The key personnel included herein have been a part of the NUVIS team for decades. We do not anticipate any staff changes during the contract term. However, should a key NUVIS staff member need to be replaced, such request would be provided to the City in writing. NUVIS would not proceed with the new staff person until we receive formal agreement from the City's Project Manager and/or supervising manager for the contract.

The NUVIS team is prepared to begin work immediately with appropriate resources allocated to meet the desired time frames and deadlines as they arise, without any known conflict of time or interest as of the date of this response to the Request for Qualification.

Resumes

Please see the Key Personnel Professional Profiles herewith. Professional Membership and Registrations are included on the profiles.

Additional Support Personnel

NUVIS currently has a staff of 20 professionals. When proposing staff for a project, NUVIS ensures that there is an appropriate distribution of staff classification levels to complete the required the scope of services in a timely manner. In addition to the four personnel included herein, NUVIS has the capacity to also provide:

Landscape Architects/Professional Landscape Designers: 7

CADD Technicians: 5

Administrative Support: 4

Qualifications of the Team

Since 1971, NUVIS has provided a wide range of services from idea generation, community facilitation, site planning, conceptual design, schematic design, design development, PS&E and construction to field observation for a variety of projects for private developers and public agencies; several of which have been awarded industry honors. In addition, NUVIS has been instrumental in the development of design guidelines and specifications for several agencies and master planned communities throughout California. Related to this experience, NUVIS has been instrumental in the plan check for several agencies and affiliations, including City of Laguna Hills, City of Anaheim, City of Laguna Niguel, City of Laguna Woods, City of Tustin, Silver Creek Master Planned Community HOA, and Ruby Hill Master Planned Community.

The team presented herein has the experience to provide landscape architecture design and review, including detailed inspection of landscape improvements to ensure constructibility, safety, and long term maintenance. NUVIS will also verify that the plans are within design guidelines and land-use plans for the area; plant palettes are appropriate for the project site, and conform to City standards; and irrigation systems are designed or updated to be in conformance with AB 1881, MWEL0, local water district governance and the City's storm water regulations.

Project collateral sheets for further detailed information are included in the Appendix.



President



**With NUVIS
since 1986**

Licensure:
CA 3943

Education
BSLA California State
Polytechnic University,
Pomona 1986

PERRY CARDOZA, PLA, ASLA

Mr. Cardoza's ability to creatively express his ideas to agencies, councils, and community groups aids in developing a collaborative approach to problem solving. He combines this ability with his ideology of landscape architecture to provide design solutions, unique to each project location. Perry, along with the NUVIS team, considers sustainable solutions for all projects. With a focus on collaborative design, Perry seeks opportunities for capturing and treating storm water; creating habitat; specifying colorful and durable water-wise plants; and designing accessible and memorable solutions that incorporate best management practices.

Professional Affiliations

ASLA, Southern California Chapter, Trustee 2014-2017, President 2012-2013
AIA, Orange County Chapter
Far East Society of Architects & Engineers, Japan

Recognition

2017 ASLA National Honor Award - Owens Lake Land Art
2016 ASLA/SCC Award of Excellence & Honor Award - Owens Lake Land Art
2016 ASLA/SCC Merit Award - Hanson Property Habitat Restoration & Enhancement Plan
2014 ASCE (LA) Community Improvement Proj. of the Year - LA Brea Streetscape
2012 ASLA/SCC Merit Award - Owens Lake Dust Mitigation & Habitat Restoration
2007 ASLA/SCC Merit Award - The Arbor on El Toro
2007 ASCE Project Achievement Award - The Arbor on El Toro
2006 APWA Project of the Year - The Arbor on El Toro
2003 ASCE Project Achievement Award - Balboa Village

Breezeway Renovation, Laguna Woods CA

Principal in Charge of project management, design simulations, concept plans, and presentation graphics. Improvements included breezeway decking, community lounge areas, and landscape amenities such as sun and shade exposure options, as part of a prototype for improvements to all Laguna Woods Garden Villa breezeways.

County of Orange, OC Public Works On-Call, Orange County CA

Principal in Charge for landscape architectural on-call/as-needed service, including Mile Square Park Archery Range, Mile Square Park Camp Sycamore, and Thousand Steps Beach Improvement Project.

Laguna Woods On-Call Land Arch Services, Laguna Woods CA

Principal in Charge for professional on-call landscape architecture, arborist services, and landscape maintenance consulting services.

Lake Forest Village Pond Park Master Plan, Lake Forest

Principal in Charge of development of a master plan to refurbish existing community park, inclusive of mitigation water issues waterfowl overrun pond.

Tustin Turf Master Plan, Tustin CA

Turf Reduction Master Plan document for 9 miles of medians, parkways, and gateways within the City of Tustin. Scope included analysis of existing conditions; exploration of irrigation system upgrade options; drainage and storm water detention opportunities; conceptual improvement scenarios; photographic design simulations; typical streetscape enlargements; and low-water, maintenance-friendly plant palettes.



Senior Associate



**With NUVIS
since 1998**

Licensure:
CA 3382

Education
BSLA California State
Polytechnic University,
Pomona 1987

LAMONT KLECKER, PLA

Mr. Klecker has experience in both the public agency and private developer sectors. In the public sector, he has worked in urban forestry operations, park design, installation and maintenance operations, budgets, and personnel supervision. In the private sector, Mr. Klecker has been responsible for the design of public parks, public and private streetscapes, housing communities, and commercial facilities. As an arborist, Mr. Klecker has experience in the enhancement, protection, and maintenance of community forests. While with the City of Millbrae, Mr. Klecker was responsible for analysis and implementation of improved arboricultural techniques for public agency right-of-way planting projects and tree pruning contracts.

Other Professional Experience

Parks Superintendent, City of Millbrae Parks and Recreation Department, 1997-1998
Public Works Supervisor, City of Pasadena Parks and Forestry Division, 1991-1997

Professional Affiliations

American Society of Landscape Architects
International Society of Arboriculture
National Parks & Recreation Association

Alicia Parkway Median, Mission Viejo CA

Park Aliso Commercial Center LTD

Project Manager for 330 LF of planting and irrigation median improvements. Scope included conceptual plans, PS&E, and coordination. Planting featured drought tolerant plant material and trees paired with high efficiency irrigation system.

City of Laguna Hills Oakbrook Village Plan Review, Laguna Hills CA

Project Manager for conceptual plan review for the City in regards to connections between future high density (condo) housing to the anticipated newly redesigned shopping center. Our review involved looking at pedestrian and bicycle circulation patterns to review walkability, bus services/stops, pedestrian crossings and bikeways. The area is home to a large senior citizen population (Laguna Woods) and the City wanted to ensure safe pathways for the seniors and general public.

City of Laguna Hills Plan Checking, Laguna Hills CA

Project Manager for Landscape architectural on-call/as-needed service for the City.

Crown Valley Community Park, Laguna Niguel, CA

Conceptual plans, alternatives and construction documents for rejuvenation of 2.5 acres of an existing 20-acre hillside civic park incorporating new amphitheater, play areas, splash pad, trails, themed GFRC play sculptures, custom site furniture, and entry gateways. High-efficiency irrigation systems, permeable paving, synthetic turf, and low-water use plants along with California native species utilized throughout the project.

Moulton Median, Laguna Woods, CA

Design development alternatives, photo simulations, construction documents, and construction observation for turf removal and median landscape improvements along a 0.65 mile section of Moulton Parkway.



Senior Irrigation
Designer



With NUVIS
since 2018

Education
AA, Liberal Studies
Mt. San Antonio
College, 1991

TREY MORITA

Mr. Morita brings over 20 years of experience in project management and site development, from site acquisitions and project planning to construction management and installation. With his proficiency in Auto CAD and extensive landscape construction background, Trey is a valuable member of the NUVIS team. Specializing in irrigation design, Mr. Morita's responsibilities include design team and client coordination, site inventory, technical document preparation, cost estimating, project submittals, and construction administration.

Other Professional Experience

d.d. Pagano, Inc. Irrigation Consultants, Irrigation Designer, Dec. 2015 - Mar. 2018
Landshapes, Lead Designer, Feb. 2014 - Dec. 2015
R.A. Bothman, Estimator, Jul. 2013 - Oct. 2013
ProScapes, Office Project Manager, Nov. 2012 - Apr. 2013
Natures Image (Habitat Restoration), Irrigation Technician, Apr. 2010 - Nov. 2010
HRP Landscape Architect Studio (Valley Crest Co.), Project Mgr., Feb. 2006 - Apr. 2010
Morita & Sons, Inc. (Landscape Constr.) Vice President Operations, Aug. 1998 - Feb. 2006
Morita & Sons, Inc. (Landscape Constr.) Operations Mgr., Aug. 1990 - Aug. 1998

Professional / Technical

Irrigation Association Member
Toro-U Irrigation Design Certificate
Auto CAD Certification, 2005
EMT Certification, 1997

Village Pond Park Final Design, Lake Forest CA

Irrigation design for renovation of a 5.3-acre passive park overrun by birds and waterfowl. Scope included California native garden; water-efficient irrigation; low-water use shrub plantings; pond water quality mitigation and enhancement; floating islands; walking trails; signage; bird deterrent programming; and lighting and fencing.

Atlantic Ave Street Median Landscape & City Entrance, Bell CA

Irrigation plans for the replacement of the existing landscaping along the entire stretch of Atlantic Avenue (0.75 mile) using the current concrete medians with a contemporary approach of a combined palette of plant, ground cover and shrubbery.

Gaffey Community Garden Irrigation Project, Los Angeles, CA

NUVIS provided irrigation improvements to existing San Pedro Community Gardens in conjunction with City of Los Angeles and the Los Angeles Community Garden Council. The project established control of the irrigation system for water conservation, developed standards plans with details for individual plot stakeholders to construct their own sub watering systems, and increased the availability of water for the entire site by the creation of area watering windows.

Hermosa Beach Parking Lot D Improvements, Hermosa Beach CA

Redesign of a small municipal parking lot in disrepair. A multi-benefit demonstration project including ADA improvements, enhanced lighting and electrical upgrades, bicycle corral, electric vehicle charging stations, storm water capture and retention, and drought-tolerant landscaping. Project included sidewalk, curb and gutter as well as assessment of the parking lot layout and surrounding on-street parking spaces to maximize parking potential. Scope of services included preliminary design alternatives, PS&E, professional services during bid and construction, and governmental agency coordination.



Principal



**With NUVIS
since 1998**

Education

BSLA California State
Polytechnic University,
Pomona, 1998
Summa Cum Laude

**Professional
Accreditation**

LEED Accredited
Professional, USGBC
(2005)

LINDA FORDE, LEED-AP

Ms. Forde provides graphic expertise along with a special interest in the environmental and regionally responsive aspects of landscape architecture to NUVIS. Her responsibilities include project management, photographic simulations, LEED documentation, presentation exhibits, project research, creative strategizing, design guidelines, California native plant palettes, corporate IT management, marketing materials, social media, and corporate website content and design. Linda's private family residence is a sustainable testing ground including a no-turf front yard, water reuse strategies, year-round edible garden beds, and native and adapted low water plants.

Other Professional Experience

SCC/ASLA Design Awards Programs/Presentations (2012 & 2014), Graphics (2010-2017)
CLASS Fund, Administrative Graphics & Marketing Materials Support (2004-2017)
NCC/ASLA Downtown San Francisco Walking Tour Guide, Graphic Design (2008)
Regenerative Design Symposium, Cal Poly Pomona, Event Production (1996)

Recognition

2017 ASLA National Honor Award, Owens Lake Land Art
2016 ASLA/SCC Award of Excellence & Honor Award, Owens Lake Land Art
2016 ASLA/SCC Merit Award, Hanson Property Habitat Restoration & Enhancement Plan
2014 PCBC Merit Award, Irvine Valley College Life Sciences Building
2012 ASLA/SCC Merit Award, Owens Lake Dust Mitigation & Habitat Restoration
2009 Certified Wildlife Habitat, Entry Demonstration Garden, Aquarium of the Pacific
2008 APWA Project of the Year, City Hall Env. Friendly Landscape, San Juan Capistrano
2003 ASLA/SCC Merit Award, Los Angeles River Greenway, Studio City

Advanced Technology Education Park (ATEP) Building at Irvine Valley College, Tustin CA

Preliminary plans through construction documents for the first building and utilities infrastructure parking lot and streetscape. Project based on a 9.4 acre Tustin Legacy site (former Marine Corps Station land) designed to house career technical programs for Irvine Valley College.

Applied RSM Campus Master Plan, Rancho Santa Margarita CA

Master planning, design development, photographic simulations, construction documents, and construction observation for campus-wide pedestrian and vehicular spaces on a 45-acre corporate campus. The 13 buildings included high-efficiency drip irrigation, water-wise and native plantings, and detention bioswale.

Citywide Arterial Landscape Master Plan, Fountain Valley CA

Master plan guidelines with photographic design simulations for median turf reduction for approximately 7 miles within the City of Fountain Valley.

Citywide Facility Water Use Reduction, Yorba Linda CA

City-wide park assessment project to analyze potential fiscal savings and water use reduction amounts. Replaced unused turf areas within City parks and facilities with low-water use shrub and groundcover plantings.

Five Lagunas Calle de la Louisa, Laguna Hills CA

Design review, conceptual design alternatives, and design recommendations for 0.5 miles of public streetscape between Paseo de Valencia and Calle de los Caballeros, as part of an on-call contract. Focused on pedestrian realm improvements, connectivity, design continuity, safety, and interface with planned adjacent Five Lagunas Mall improvements and Saddleback Memorial Medical Center campus.

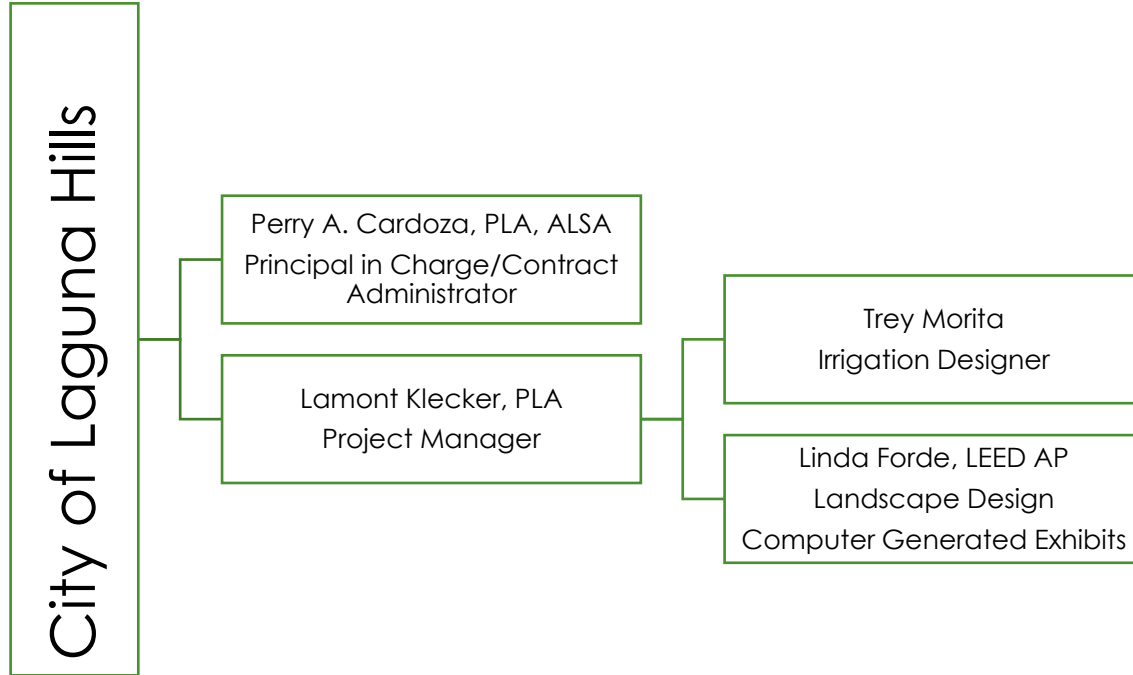
Clients: Previous and Current

NUVIS updated its accounting software in 2015. Only those clients who have an active contract have been transferred to the new software program, therefore this list is not fully comprehensive; however, it does provide a significant historical perspective.

Accell Property Management	City of Bell	Copper Valley Development Partners LLC
ACS Architectural Construction Services	City of Brea	Corona Del Mar Foundation
Adams Streeter Civil Engineers	City of Burbank	Costa Mesa Country Club
Advocacy Development Partners	City of Campbell	Council for Watershed Health
AECOM	City of Corona	County of Riverside
Air Sciences Inc	City of Costa Mesa Public Services / Engineering	D R Horton Inc, Vegas
Alliance Linings / Construction	City of Downey	Dahlin Group
AMH Development	City of El Monte	Dahlin Group Architecture
Applied Medical	City of Fairfield	David A. Price Architects Inc.
Aquarium of the Pacific	City of Fountain Valley Public Works	David Evans & Associates, Inc.
Ardurra (formerly Anderson Penna)	City of Hermosa Beach	David Wessel
Army Corps of Engineers	City of Huntington Beach	Davidon Homes
ATI Architects & Engineers	City of Irvine	Dean Ryan Consultants & Designers
Beijing Dahlin Group	City of La Palma	Diamond Valley Development, LLC.
Big-D Construction Southwest LLC	City of Laguna Hills	Duane Border Design
BKF Engineers	City of Laguna Niguel	El Rancho Unified School District
Blais & Associates (B&A)	City of Laguna Woods	Elan at Dublin Station
BOA Government Services	City of Lake Forest	ENVISAGE
Bolo Group Corporation	City of Lincoln	Epic Group
Bolthouse Properties LLC	City of Long Beach	EPIC Management
Bradford Communities	City of Los Angeles	Fullerton Parks & Recreation Dept
Brookfield Homes	City of Menifee	Gachina Landscape Management
Bundy Finkel Architects	City of Mission Viejo	Garden Grove Unified School District
Burke Construction Group	City of Montebello	GEI Consultants Inc
Calif Watershed Eng (CWE) Corp	City of Newport Beach	Ghataode Bannon Architects
Castle & Cooke	City of Pico Rivera	Gilroy Community Development Department
Castle & Cooke Commercial CA, Inc	City of Placentia	Glen Loma Ranch
CDM Smith Inc	City of Rancho Santa Margarita	Glen-Loma Group
CDMC	City of Riverside	Harley Ellis Deveraux (HED)
Centerstone Communities West, Inc.	City of Tustin	Harmony Homes
Century Communities	City of West Hollywood	Harmony Homes Corona
Charter Oak Unified School District	City of Yorba Linda	Harris & Associates
Christopher Homes	City San Ramon	HCR Commercial Real Estate
City of Anaheim	Civil Works Engineers Inc.	

HEALTHCAP	MRJ Architecture	SGE Consulting Structural Engineers
Hesperia Recreation and Park District	Mt. Woodson Golf Course	SH Architecture
HomeAid Orange County	Mustang Soccer League	Signature Properties
Homeowner Association Services	Myng Architects	Silver Creek Valley Country Club HOA
Hunsaker & Associates	Nevada By Design	South Orange County Community College District
IA Interior Architects	New West Company	Southern Highlands Dev Corp
IDS Group	Newport Mesa Unified School District	Spectrum Development
J L Patterson & Associates	Ninety-Five Management LLC	Stadium Properties, LLC
Jacobs/CH2M	NPV Engineering	Stantec
John Robinson Consulting, Inc.	NV5	Storybook Contracting
Kabbara Engineering	N-Vision Studio	STV Incorporated
KB Home Inland Empire	Olympia Companies	Sunset Development Company
Kennedy Jenks Consultants	Onward Engineering	T.Y. Lin International
Kimley Horn & Associates	Orange County Parks	TD Architects, Inc.
KOA Corporation	Orange County Public Works	Tetra Tech Inc
KPFF Consulting Engineers	Orange Unified School District	The Nature Conservancy
Laguna Woods Village	Oxbridge International Group	The Wall Las Memorias
Langan	Pacific Advanced Civil Engineering, Inc	Toll Brothers - HOA Division
Lee & Ro, Inc.	Pacific Fire Attorneys	Toll Brothers - LV
Lennar	Pacific Southwest Development	Toll Brothers, Inc.
Lennar Bay Area Building	Paragon Life Series 4, LLC	Touchstone Living
Lennar Homes	Park Aliso Commercial Center LTD	Town of Danville
Liberty Groves, LLC c/o Greystone Equities	Park West Landscape Mgmt.	Tri Pointe Homes
Lightswitch	PERKINS EASTMAN	Trumark Homes LLC
Lionakis	Phantom Ranch LLC	Turn Two Inc
Los Angeles County	Port of Los Angeles	URS Corporation
Los Angeles Neighborhood Initiative	Price Leisure Group	Valley Christian Center
Los Angeles Veteran's Park Conservancy	Psomas	Valli Architecture Group
LSA Associates Inc.	Quail Hill Homeowner Association	Vu, LLC
Lusardi Construction Company	Rancho Los Cerritos Foundation	Wallace Design Group
Matter Real Estate Group	Rancho Santiago Community College District	Watearth, Inc.
McCarthy Building Company	Resco Properties	West Charleston Lofts II, LLC
Meritage Homes	Ruggeri-Jensen-Azar	West Charleston Lofts Owners Association
Metropolitan Transit Authority	SABArchitects	Westberg White
Michael Baker International	Sage Community Group	WKDesigns, Inc. dba FractaVisual Designs
Min Zhang	Said Hilal	WSP / Parsons Brinkerhoff
Mountains Rec & Conserv Authority	San Juan Capistrano Public Works	
	SC Gilespeie, LP	

D. Personnel Chart



Transition Plan

As per the previous section request, should a key NUVIS staff person need to be replaced, such request would be provided to the City in writing. NUVIS would not proceed with the new staff person until we receive formal approval from the City's Project Manager and/or supervising manager for the contract.

E. References

City of Anaheim

Pamela Galera, Parks Manager, 714-765-5191

Naomi Gruenthal, Community Services Project Planner, 714-765-4465

Anna Straabe, Associate Project Planner,

200 South Anaheim, Blvd, Anaheim, CA 92805

Projects: Paul Revere Pocket Park
Brookhurst Park Moon Tot Lot
Maxell Dog Park
Ponderosa Park Master Plan

City of Tustin

Jason Churchill, Field Services Manager, 714-573-3000

Doug Stack, Director Public Works, 714-573-3150

300 Centennial Way, Tustin, CA 92780

Projects: City of Tustin Peppertree Park
Del Amo Vacant Lot Frontage
Frontier Park Half-Court Basketball
Serrano Paseo @ Tustin Ranch
Tustin City Hall Demonstration Garden
Tustin Edinger Well Ph2 - CIP6015
Tustin Frontier Park
Tustin Newport Ave, 1st, & Irvine Blvd
Tustin On Call - Landscape Plan Review
Tustin Police Memorial
Tustin Ranch Road
Tustin Turf Conversion Streetscape Master Plan
Tustin Walnut Avenue

City of San Juan Capistrano

David Contreras, Senior Planner, 949-443-6320

32400 Paseo Adelanto, San Juan Capistrano, Ca 92675

Projects: Northwest Open Space Park (incl Amendments #2, and #3)

City of Placentia

Luis Estevez, Director of Public Works, 714-993-8120

401 East Chapman Avenue, Placentia, CA 92870

Projects: Placentia Old Town Master Plan
Placentia Old Town Photo Simulations
Placentia TOD Master Plan
TOD Packing House Support Exhibits
TOD Photo Simulations

F. Project Understanding, Overview and Approach

Project Understanding

NUVIS understands that the City is seeking professional services from knowledgeable and talented landscape architecture firms (two firms) to support in a full range of services including, but not limited to, field reviews, technical evaluations, inspections of capital improvement projects, landscape and irrigation plan check/review, PS&E for various capital improvement projects, evaluation of non-synthetic pesticides, budget review/preparation assistance and irrigation related water conservation/quality technical consulting.

These services are part of NUVIS' day-to-day operations and we have assisted various agencies with similar services throughout our 48 years of business. We are aware that some of these services may take place throughout the fiscal year, and others will have a more dedicated schedule.

The City will issue task orders as needs arise, and NUVIS will respond to the task order with appropriate information, including details of scope and fees. If NUVIS believes subconsultants would be necessary to fulfill a particular task, that information would be presented to the City in the Task Order Response. It is our understanding that the current scope of services is directly related to professional landscape architecture and does not require other disciplines at this time.

Approach

The following is an overview of professional services by NUVIS to support the Scope of Services presented in the RFP

Code Compliance

During NUVIS' review process (and our own design process), plans and projects will be checked against codes and regulations to ensure that the project meets local, state and federal requirements including, but not limited to:

- B" Permit Process
- ADA 2010 Standards for Accessible Design
- California's ADA Compliance Manual;
- California Title 24;
- California's Access to Parks Guidelines;
- ATBCB's 2002 Final Rule/Guidelines for Recreation Facilities;
- ATBCB's Draft Guidelines for Accessible Public Right-of-Ways;
- ATBCB Recreation Access Advisory Committee Recommendations for Accessibility Guidelines: Recreational Facilities and Outdoor Developed Areas;
- FHA's "Designing Sidewalks and Trails for Access";
- USDOl's Universal Trails Assessment Process (UTAP); and
- USDOl's Outdoor Recreation Access Route (OPAR) guidelines
- Department of Interior's Design Guide for Accessible Outdoor Recreation
- CPSC Guidelines
- Crime Prevention through Environmental Design (CPTED)
- AB1881 (MWELO) and
- County Flood Ordinances

Site Assessments, Field Reviews, Investigations, Inspections

NUVIS professional landscape architects and irrigation design specialists will meet with the City to understand the overall goal of the project improvements and receive applicable plans and documents. In order to properly conduct assessments and reviews, NUVIS will need to fully understand any background information on the site, existing conditions, current use of the site, and the intended improvements.

On-site investigations will be conducted for each property. First-hand observations will be recorded and digitally documented. Evaluations will be made based on plans and visually observing plant material health, species, and placement; landscape amenities (if applicable); irrigation system, installation, and water-use/conservation and quality.

NUVIS will review the Contractor's Report for the parks receiving non-synthetic pesticides. We will determine if the pesticide is meeting the goals of the particular pest control for the softscape material (based on written data provided and/or visual observation).

As required by the project, NUVIS will provide final written documents indicating if the site is achieving compliance with the plan(s), any recommendations and/or concerns, and final approvals if applicable.

Plan Check Services

Plan Check Services are typically performed on an as-needed basis, and include, but are not limited to:

- Comprehensive review and detailed comments regarding the accuracy, adequacy, and completeness of the proposed plans with corrective compliance recommendations.
- Assistance to City Public Works staff in review of Irrigation and Landscape Improvement plans.
- Field review to ensure plant and tree material, and irrigation systems have been installed or constructed correctly and will continue to operate correctly in the future.

Please see Appendix for a sample of our plan checking documentation.

Landscape Architecture Design Services

The following is NUVIS' standard approach to providing design services for planting, hardscape and irrigation improvements for a small to moderate size municipal park.

Kick Off Meeting

The NUVIS team will attend a kick off meeting with the City in order to discuss design objectives, refine calendar, and understand expectations.

Site Reconnaissance/Data Review

The NUVIS team will conduct a site and data review. Existing conditions will be digitally documented with notes based on any existing site influences that may have an effect on the design solution. Observations will include:

- visually identifying: adjacent land uses, drainage patterns, existing infrastructure, pertinent visual characteristics, environmental conditions, site influences, view potential/orientation, and visual impact
- evaluating: impact of pedestrian, equestrian, bicycle, and vehicular circulation patterns; physical opportunities and constraints; maintenance needs; and interrelationship with current trails and recreation facilities

If existing data is not sufficient, NUVIS will notify the City and provide written request for such data to be obtained.

Preliminary Design Plans

Using the information gathered during site reconnaissance, data research, and program criteria, NUVIS will develop illustrative site concept plans. These plans will display elements such as special pavement, general landscape character, and recreational features. They will include both softscape and hardscape elements.

Then, a meeting is held with the City to discuss the concept site plan and receive input relative to programing, placement of activities, and overall landscape theme.

Approved conceptual designs are then used to establish the scale of the project and its relationship to the site. From the schematic design, NUVIS will generate elevations, sections, and refined site plans. We will also develop a plant palette using botanical and common names to further convey the design intent.

A second design phase meeting is held with the client to obtain final refinements before the project begins design development phase.

Plans are created in AutoCAD during the initial stages of construction documents. In addition to all the hardscape and softscape elements, this plan will also show grading concept.

Depending on the project, a materials board will be generated to present the types of plant materials, hardscape materials, colors, and finishes that will be used to depict the character, color, and texture of the hardscape and landscape materials. The plant palette will be refined, and image boards containing digital prints of intended plant material may be included.

Construction Documents

The first step in the preparation of construction documents is to consolidate explicit information into an accurate "base sheet." We recommend submitting this "base sheet" through the review process to prevent major design alterations once construction documents are under way.

The projected elements will be combined into one (1) set of working drawings on 24" x 36" sheets at 20' scale, and a specifications book complying with the City standard construction methods, the Standard Specification for Public Works Construction and applicable County, State, and Federal regulations and codes (i.e., CPSC, ADAAG and DOI).

PS&E packages from all disciplines will be collated and submitted at agreed upon stages of completion for agency plan check and review. NUVIS and subconsultants will refine plan with any necessary corrections prior to proceeding to the next phase.

Final PS&E packages will be submitted in accordance with the requirements in the RFQ. Final deliverables will include signed sets and electronic files. Any reports, studies or tests not previously submitted to the City will be included in the Final submittal.

Bid Phase Support

Although the City administers the bid process, the NUVIS team is available for interpretation of plans and specifications, submitting information for addenda, reviewing bid proposals, and assisting with the awarding of the construction contract.

Construction Phase Support

Performance of field observation during construction establishes standards of compliance. Duties would include, but are not limited to:

- attendance at pre-construction conference;
- response to questions and interpretation of plans and specifications;
- assistance in determining and processing change orders;
- attendance at periodic site visits as mutually agreed with City;
- review of shop drawings, samples and other submissions;
- field selection of plant material; and
- participation in preliminary and final checklist preparation.

As requested by City, NUVIS will visit the site at intervals appropriate to the stage of construction to review the progress and quality of the work and to ensure that the work is being performed in substantial conformance with the construction documents.

Project Management

NUVIS will approach each project through practical analysis of the unique conditions associated with the particular location and program criterion. Design solutions are then tailored to ensure maximum efficacy. Our project management process is predicated upon:

- understanding, articulating, and resolving specific project issues;
- establishing and following a well-defined design statement;
- innovative, creative analysis and alternative idea generation;
- and
- intensive design team collaboration.

Plan check review and site inspection services are initially assessed with the Project Manager to determine project goals and design intent. NUVIS will work with the City to obtain all necessary plans and documentation to ensure that the process will proceed without unnecessary delays.

A number of management tools will be utilized in progressing each project, including graphically presented timelines, regular meetings, and regular progress status reports. Our goals will be to:

- develop an awareness of the project and City expectations;
- obtain efficient concurrence;
- identify issues before they become problematic;
- review critical issues appropriately;
- maintain communication flow with the City; and
- provide technical direction for project requirements and standards.

Regularly scheduled in-house meetings will be held with members of the NUVIS team. Schedules and technical items will be reviewed, and remedial action will be taken to maintain adherence to an established schedule.

City Resources

Unless otherwise indicated in the project information, City shall designate a representative, from appropriate departments, authorized to act on the City's behalf with respect to the project. The City shall also furnish NUVIS with all necessary reference data, which includes, but is not limited to the following:

- accurate and current aerial photo topography and boundary survey information;
- accurate and current/proposed infrastructure, service and utility plans;
- record maps and street improvements;
- accurate reference data;
- funding limitations and phasing requirements;
- project requirements including program, constraints, and criteria;
- prompt notification in writing of architectural, engineering, or site changes;
- as-builts, where appropriate, for coordination with existing facilities; and
- historical or other pertinent information.

City shall furnish an aerial and topographic survey including horizontal and vertical control benchmarks, grades and lines of streets, pavements and adjoining properties, right-of-way, restrictions, easements, boundaries, contours, other improvements, and trees.

City shall furnish all reports including, but not limited to, arborist tree surveys, geotechnical investigations, and soils reports. City shall provide all environmental documentation required for improvements.

City shall be responsible for review of documents submitted and render decisions pertaining thereto in a prompt manner, so as to avoid delay in the progress of services.

City shall be responsible for all plan check fees and building permits.

City shall pay for all costs associated with printing or advertising the project for construction bids.

City shall perform bid administration duties, including but not limited to, advertising for bid, preparing addenda, receiving and awarding the construction contract documents.

City shall perform construction administration and management responsibilities, including but not limited to, the preparation, approval, and issuance of Certificates of Payment; Change Orders; and Final Notices.

City shall provide daily construction inspection of the project and such costs will not be borne by the consultant. This work shall be in addition to the observation services provided by the consultant.

Optional Services

NUVIS offers a wide range of professional landscape architectural services including, but not limited to:

Project Orientation and Site Visitation	Elevations, Sections, and Sketches
Project Research and Data Collection	Typical Planting Vignettes
Project Administration / Coordination	Conceptual Construction Details
Subconsultant Collaboration	Site Amenities and Furnishings
Public Presentations	Working Drawings
Governmental Agency Coordination	Grading Plans
Master Planning and Review	Construction Layout Plans
Specific Plans	Construction Details
Design Guidelines	Planting Design Plans
Image and Story Boards	Irrigation Design Plans & Water Use Calculations
Opportunities and Constraints Plans	MWEL / AB 1881 Compliance
Design Charrette Facilitation and Participation	Plan & Book Specifications
Community Workshop Facilitation	PS&E Interpretation
Site Plan Refinement	RFI/RFC Responses
Graphic Presentation Exhibits	Addenda Submittals
Character Sketches or Vignettes	Bid Phase & Construction Support Services
Elevation and Section Studies	Change Order Assistance
3D Modeling and Photographic Simulations	Shop Drawing Sample Review
Plant Palette Development	Plant Material Review
Planning & Improvement Studies	Final Checklist Input / Record Drawings
Refined Document Preparation	Plan Checking / Design Review
Illustrative Site Plan	

Project Controls

Cost

NUVIS prides itself on responsiveness and ability to prepare documents that are sensitive to our clients' budgetary constraints, but not limited by them. Given our 48 years of professional design experience, NUVIS has worked with a variety of suppliers, vendors and contractors throughout California. We have an understanding of reputable providers, and know from whom we can source in order to achieve the highest quality and most cost-effective product.

Probable statements of construction costs are developed throughout the design service phases to monitor the effect that the design solution may have on the budget. These statements are presented to assist the City in the approvals process and to help prevent costly redesign due to budgetary concerns.

Timely Invoices

Invoices are prepared monthly and shall be presented for the proportionate amount of professional services, either based on the ratio of services performed to the total for lump sum billings, or actually rendered for hourly billings in addition to direct project expenses. Invoices are due upon receipt.

Schedule

NUVIS shall perform services with expeditious care to meet requested submittal dates. We prefer to address projects in a pro-active stance; not by reactionary or crisis management.

Advanced planning and experience guide the team toward the delivery of quality professional products. It will be this team's goal to monitor and furnish services to produce consistency in deliverables. Regular communication and forums will be held with NUVIS team members to monitor schedules, review technical items, and address remedial actions to maintain adherence to desired time frames. Microsoft Project, is often utilized to keep the Client and team on track.

Quality Control/Quality Assurance

Our Quality Control/Assurance Process has been in place for decades, as NUVIS has worked on several state and federal projects. The program involves a minimum of two individuals: an originator and back checker, and a checker and verifier. The originator provides design information to the drafter or CADD technician who then submits applicable documents--first, for plan check and then after corrections are made, to the checker. The checker is responsible for reviewing exhibits, drawings, and calculations (independent of originator or project manager) for technical adequacy, conformance to applicable standards/formats and consistency with corresponding calculations. Calculations are prepared by two separate individuals, then averaged by the project manager. The process is easily tracked and visually verified by performance auditors.

Fundamental to project success and cost efficacy, is the ability of Contractors to read and understand the PS&E produced by NUVIS to ensure that a project finishes on schedule. Time and again, construction managers and contractors comment on the accuracy and completeness of our PS&E packages. NUVIS staff is readily reachable and conducts site visits as agreed upon during the construction phase.

G. Schedule

The following is a suggested schedule for the services indicated:

Landscape Architecture Services

On-Call consulting with City staff to address technical issues:

Technical Consulting Task	Estimated Hours per Review
Field Review	1-3 hours per staff
Landscape Evaluation	Up to 6 hours per staff
Irrigation Evaluation	Up to 6 hours per staff
Plant Material Quality Review	Up to 4 hours per staff
Budgeting and/or Conceptual Design & Costs	Up to 20 hours per staff

Capital Improvement Project Inspection

Inspector for landscape/irrigation/water quality projects

Inspection Task	Estimated Hours per Inspection
Landscape Inspection	Up to 4 hours per staff
Irrigation/Water Quality Inspection	Up to 4 hours per staff

Plan Check

Professional landscape and irrigation plan check services

Plan Check Task	Estimated Hours per Plan Check
Preliminary Concept Plan Check	Up to 3 hours for concept plan check
Concept Plan Additional Reviews	Up to 3 hours for each additional review each
PS&E Landscape and Irrigation Initial Plan Check	Up to 6 hours for PS&E review
PS&E Landscape and Irrigation Additional Review	Up to 6 hours for additional PS&E review each
Report Generation	Up to 1.5 hours per final review

Landscape Architecture Design Services

Assumption: 3-acre park with planting, minor hardscape and irrigation improvements only. No changes to other facilities or amenities:

Task	Estimated Hours/Days/Weeks Per Phase
Kick Off Meeting	1 day
Site Review/Data Review	1-3 days
Preliminary Plans (Concept/Schematic/Design Development)	Up to 1 month
Construction Documents	Up to two one-half months (including three reviews by City/agency at two weeks each)
Bid Phase	1 month (typical)
Construction Phase	TBD by City
Project Close Out/Record Drawings	Up to two weeks

Evaluation of the Usage of Non-Synthetic Pesticides

Assumption: Two local parks reviewed over one year

Review Task	Estimated Hours
Quarterly Contractor Report Review	Up to two hours quarterly
Final Report Review	Up to four hours
Field Review	Up to four hours

Budget Assistance

Provide professional support in development of Departmental and CIP biennial budgets

Support Task	Estimated Hours
Review Existing Information	Up to two hours
Meet with City and Provide Information over the Year	Up to four hours
Final Budget Meeting with City Staff	Up to two hours

Technical Consultation

Review and improvement recommendations for water conservation and quality, specifications and similar documents.

Review Support Task	Estimated Hours
Review Existing Information	Up to four hours
Develop Recommendations	Up to six hours
Meet with City to Discuss Recommendations	Up to three, two-hour meetings
Review Final Recommendations	Up to four hours

H. Communication Plan

NUVIS Communication Ideology

One of the keys to success of the project is effective and thorough communication between the Agency and design team to identify and resolve issues, thus allowing the necessary services to proceed quickly and efficiently. We prefer to build a 'partnering' relationship between our project team, the client, associated review agencies, and subconsultants. Regular meetings provide a continuum to receive information, clarify input, inform staff of progress and direction, generate information, and allow the Agency the opportunity to review and comment on concepts and design formulation.

Creative problem solving evolves from maintaining communication, building consensus, and identifying issues. We encourage interactive participation of stakeholders to allow for appropriate orientation and awareness of project site potential and constraints, concurrence of schedules, team effort conflict resolution, adaptability, flexibility, responsiveness, and viewing problems as opportunities.

NUVIS Communication Methodology

This task includes coordination and interface including, but not limited to, meetings, telephone conversations, memos, faxes, voice mail, and emails with community stakeholders, applicable governmental agencies' departments, and project design team. Initially, the meetings will establish the guidelines and specific criteria to direct the team's efforts. Thereafter, these meetings will provide a continuum to receive information, clarify input, inform staff of progress and direction, generate information, and allow the City the opportunity to review and comment on draft concepts and recommendations. These concerns, needs or alterations will be addressed expeditiously, thereby ensuring the efficient progress of the project.

Depending on the needs of the project, NUVIS may prepare monthly progress reports during the development of the design and construction documents. Monthly progress reports will include work completed and progress for each task. Report may include, but is not limited to:

- Summary review of all key actions
- Updated project schedule
- Updated statement of probable construction cost
- Review/status of any Requests for Change Orders
- Statement of percentage of work completed
- Certification of coordination between all design team members
- Indication of any project concerns

Progress reports will be submitted monthly, or as otherwise agreed upon.

NUVIS will prepare Statements of Probable Construction Costs throughout the design process to monitor the effect of the design solution on the budget. These will be updated within each phase. NUVIS will collaborate and seek approvals of each budget with the City prior to progressing the plans in order to avoid costly redesign and delays on the project.

NUVIS will ensure that project adheres to all applicable local, County, state and federal guidelines, codes and regulations including Title 24, ADA and all other accessibility requirements. Departure and/or discrepancies between these requirements will be discussed with the City. All services will be performed in accordance with public laws, ordinances and regulations as applicable.

City of Laguna Hills
RFP ON-CALL LANDSCAPE ARCHITECTURE 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 19th day of September, 2019, at Costa Mesa, California.



Signature of Authorized Representative

Perry A. Cardoza, PLA, ASLA

Name of Authorized Representative

President

Title of Authorized Representative

City of Laguna Hills
RFP ON-CALL LANDSCAPE ARCHITECTURE 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: NUVIS
Name (Please Print or Type)

By:  /Perry A. Cardoza, PLA, ASLA, President
Consultant's Signature & Title

Date: September 19, 2019

This executed form must be submitted with proposal.

City of Laguna Hills
RFP ON-CALL LANDSCAPE ARCHITECTURE 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 ON-CALL LANDSCAPE ARCHITECTURE SERVICES

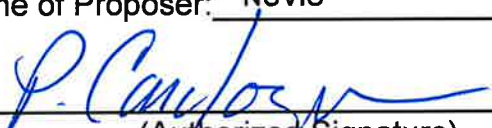
H) The proposal response includes all of the commentary, figures and data required by this Request for Proposal.

I) The proposal shall be valid for 180 days from September 19, 2019.

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 19th day of September 2019, at Costa Mesa, California.

Name of Proposer: NUVIS

By: 
(Authorized Signature)

Type Name: Perry A. Cardoza, PLA, ASLA

Title: President

Date: 9/19/2019

M. Corporate Resolution/Authorized Signatories List

Please see Corporate Resolution herewith.

NUVIS Authorized Signers:

Perry A. Cardoza, PLA, ASLA President

Robert W. Stone, PLA, ASLA Executive Vice President

NUVIS
MINUTES OF A SPECIAL MEETING OF STOCKHOLDERS

MARCH 15, 2017

A special meeting of the stockholders of Nuvis was held at the principal office of the Corporation at Costa Mesa Office, on March 15, 2017, at 9:00 a.m. pursuant to a call made by the President.

Pursuant to the provisions of the By-laws, the President, Perry A. Cardoza, presided over the meeting, and Robert W. Stone acted as secretary of the meeting.

There being a quorum present, it was resolved that Robert W. Stone is redeeming 1,000 shares of the corporation's stock in exchange for \$37,960, and is evidenced by the Stock Redemption Agreement, dated March 15, 2017.

The cancellation of stock certificate number 14, dated January 1, 2012 and replaced by the issuance of stock certificate number 16, dated March 15, 2017 will serve as evidence of this transaction.

Further resolved, the Company's officers are:

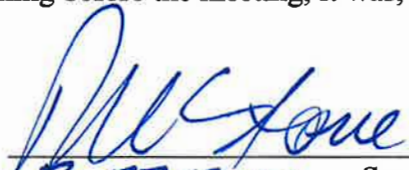
President and Treasurer

Perry A. Cardoza

Vice President and Secretary

Robert W. Stone

No other business coming before the meeting, it was, on motion duly made and seconded, adjourned.

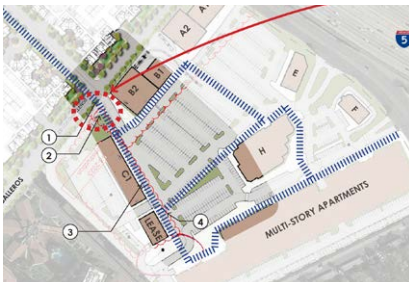

3-27-2017, Secretary

Appendix

LAGUNA HILLS MALL DESIGN REVIEW

City of Laguna Hills, CA

Design review and recommendations for Five Lagunas (mall improvement) plans, new adjacent 6-story residential development towers, and Oakbrook Village retail center renovation, as part of an on-call contract, focusing on connectivity, screening, design continuity, and interface with existing surrounding developments.



DATES: 2014-2015

CLIENT CONTACT:
David Chantarangsu
Community Development Director
City of Laguna Hills
949-707-2633
dchantarangsu@ci.laguna-hills.ca.us

CA 1891 . NV 396
07.25.18 © NUVIS

PURPOSE OF THIS EXHIBIT:
TO ANALYZE THE PROJECT'S RELATIONSHIP TO THE SURROUNDING LAND USES AND IDENTIFY PROBABLE PEDESTRIAN TRANSIT CIRCULATION ROUTES TO AND FROM THE MALL.



ADJACENT LAND USE & PEDESTRIAN CROSSING POTENTIAL ANALYSIS
FIVE LAGUNAS, LAGUNA HILLS, CA | AGENCY ENTITLEMENT RE-SUBMITTAL REVIEW

EXHIBIT
2



PURPOSE OF THIS EXHIBIT:
TO IDENTIFY AREAS NEEDING SCREENING, SHADING, ENRICHED PERIMETER TREATMENTS, AND VISUAL CONTINUITY



SCREENING & VISUAL CONTINUITY
FIVE LAGUNAS, LAGUNA HILLS, CA | AGENCY ENTITLEMENT RE-SUBMITTAL REVIEW

EXHIBIT
4

NOTE:
SEE ALSO EXHIBIT 11

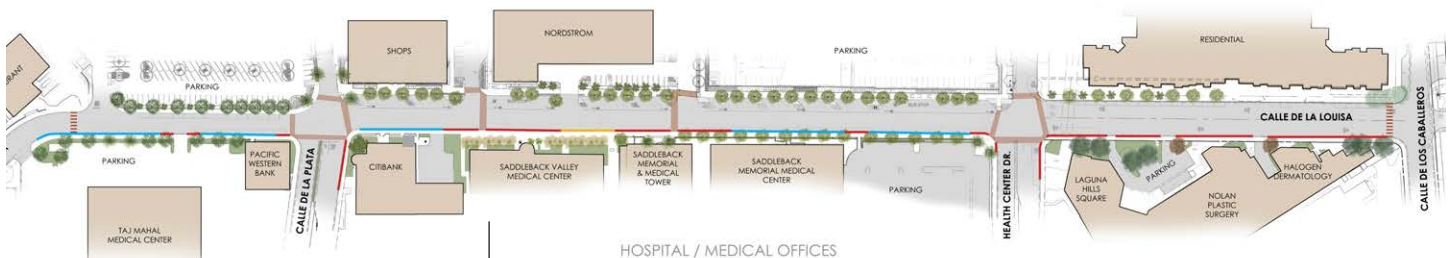
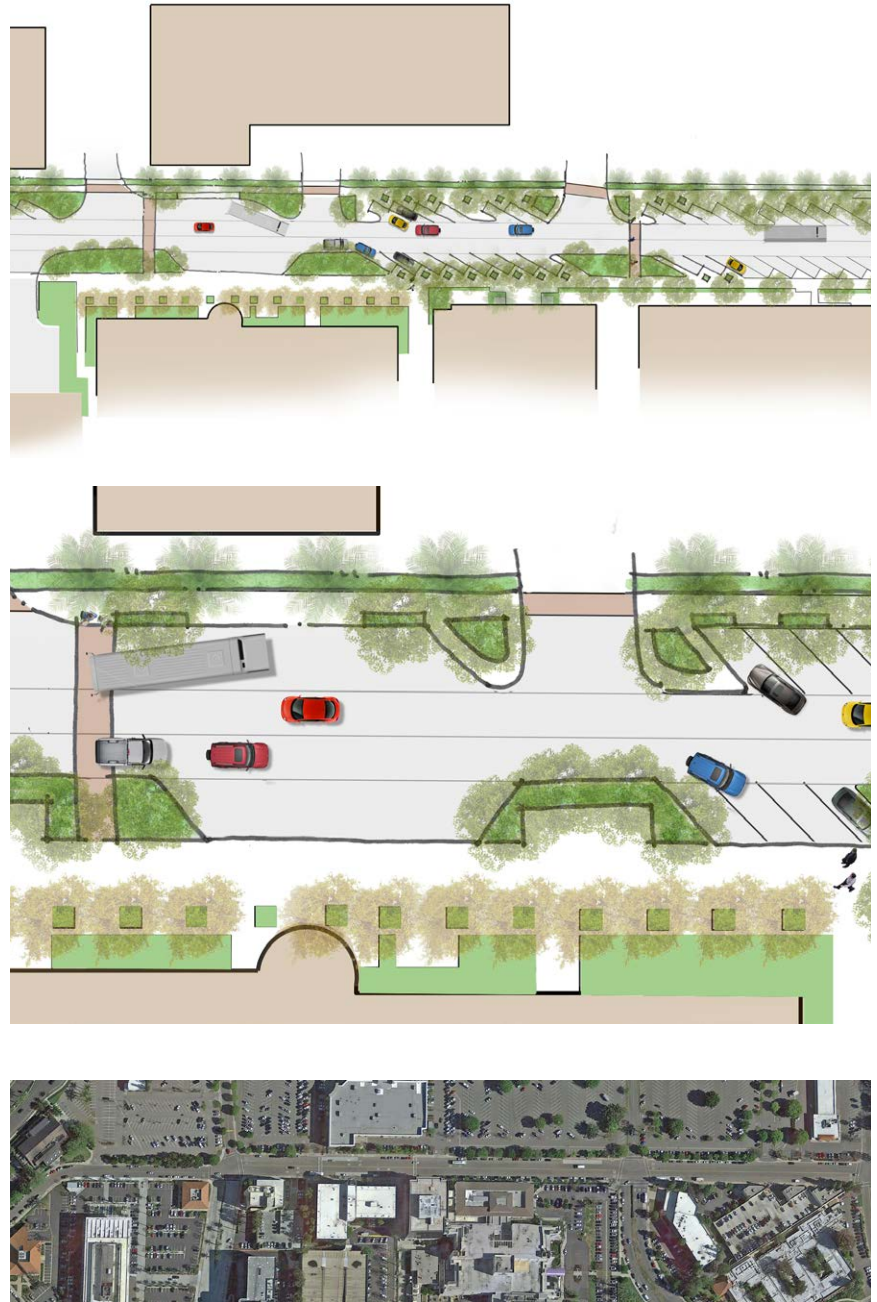




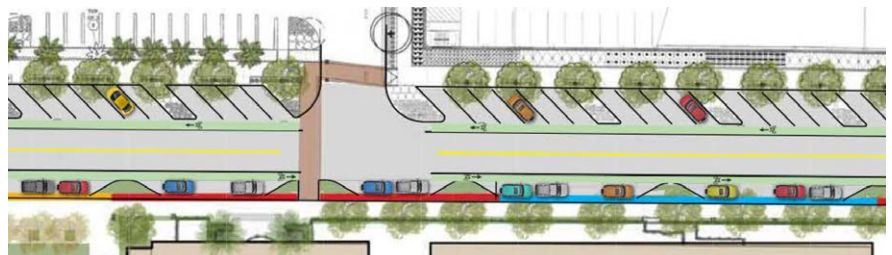
CALLE DE LA LOUISA IMPROVEMENTS STUDY

City of Laguna Hills, CA

Design review, conceptual design alternatives, and design recommendations for 0.5 miles of public streetscape between Paseo de Valencia and Calle de los Caballeros, as part of an on-call contract, focusing on pedestrian realm improvements, connectivity, design continuity, safety, and interface with planned adjacent Five Lagunas Mall improvements and Saddleback Memorial Medical Center campus. Scope included multiple design alternatives for traffic calming measures including removal of travel lanes, parallel parking options, new angled street parking studies, infiltration bulbouts, additional crosswalks, shaded sidewalks, seating/rest areas, and bus drop-off/pick-up zones. Developed an integrated street tree palette from existing mature species, Five Lagunas Mall palette, and low water use additions.



HOSPITAL / MEDICAL OFFICES



DATES: 2017
CLIENT CONTACT:
David Chantarangsu
Community Development Director
City of Laguna Hills
949-707-2633
dchantarangsu@ci.laguna-hills.ca.us

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CROWN VALLEY PARK

Hunsaker & Associates for
City of Laguna Niguel, CA

Conceptual plans, alternatives and construction documents for rejuvenation of 2.5 acres of an existing 20-acre hillside civic park incorporating new amphitheater, play areas, splash pad, trails, themed GFRC play sculptures, custom site furniture, and entry gateways. High-efficiency irrigation systems, permeable paving, synthetic turf, and low-water use plants along with California native species utilized throughout the project.

LANDSCAPE EFFICIENCY

Real-time weather and evapotranspiration (ET) based irrigation controller

100% reclaimed water for irrigation

State-of-the-art spray ground using 100% recirculating and chlorinated water to control evaporation and protect public health. Elements are motion activated to shut off when not in use

50% low water use plant palette (per WUCOLS IV, UC Davis)

Trail connections to 18-acre Niguel Botanical Preserve

DATES: 2013-2015

CONSTRUCTION COST: \$5 million

A/E FEES (TIER 1): \$451,417

CLIENT CONTACT:

Ziad Mazboudi
City of Laguna Niguel
949-362-4341

zmazboudi@cityoflagunaniguel.org

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TUSTIN TURF REPLACEMENT MASTER PLAN City of Tustin, CA

Turf Reduction Master Plan document for 9 miles of medians, parkways, and gateways within the City of Tustin including analysis of existing conditions, exploration of irrigation system upgrade options, drainage and storm water detention opportunities, conceptual improvement scenarios, photographic design simulations, typical streetscape enlargements, and low water maintenance-friendly plant palettes.

STREETS INCLUDED IN SCOPE:

Browning Avenue
Bryan Avenue
Irvine Boulevard
Pioneer Way
Portola Parkway
La Colina Drive
Jamboree Road

LANDSCAPE EFFICIENCY:

Reduction in annual irrigation water use from existing turf high water landscape type

Permeable decomposed granite paving in medians and parkways to allow groundwater infiltration

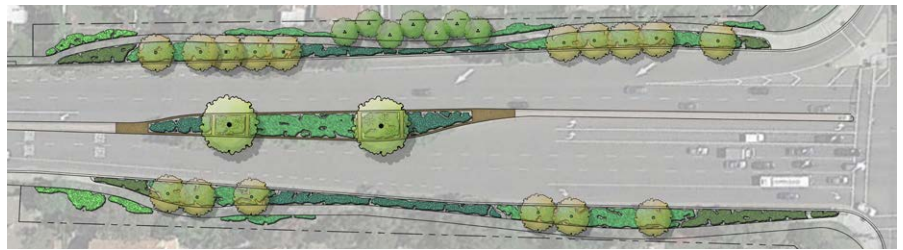
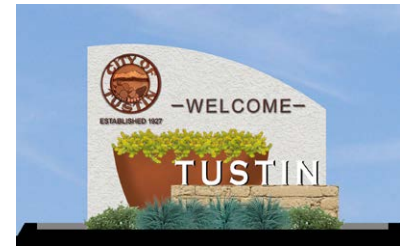
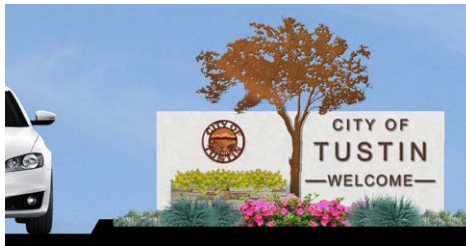
100% low water use plant palette (per WUCOLS IV, UC Davis)

Protection of existing mature trees

DATES: 2015-2017

CLIENT CONTACT:
Doug Stack,
Director of Public Works
City of Tustin
(714) 573-3000

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OSO PARKWAY WIDENING

VA Consulting for the
City of Mission Viejo, CA

Design development,
construction documents,
and construction observation
for streetscape widening
landscape improvements
along a 0.5 mile section of
Oso Parkway from the I-5
Freeway to Country Club Drive
including right-of-ways with
new sidewalks and themed
fencing, accent pottery,
medians with City monuments,
view potential for golf course,
and new high-efficiency
irrigation and low water
planting.

LANDSCAPE EFFICIENCY:
Real-time weather and
evapotranspiration (ET) based
irrigation controller

100% reclaimed water for irrigation

65% low water use plant palette
(per WUCOLS IV, UC Davis)

75% reduction in annual irrigation
water use from typical moderate/
high water landscape types
(MAWA)

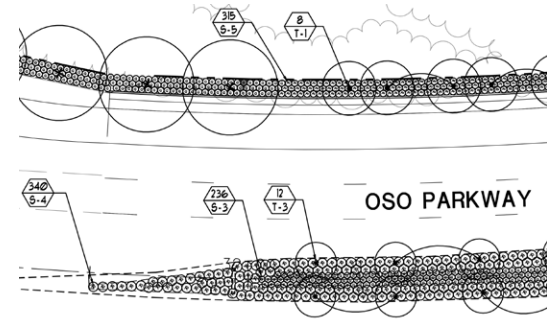
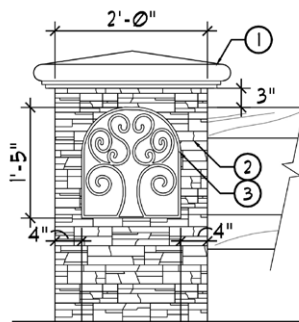
CONSTRUCTION COST: \$4 Million

LANDSCAPE CONSTR. BUDGET:
\$875,000

DATES: 2009-2014

CLIENT CONTACT:
Richard Schlesinger, City Engineer,
City of Mission Viejo
949-470-3079
rschlesinger@cityofmissionviejo.org

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EL TORO ROAD, PH. E & JERONIMO ROAD

PSOMAS for the
City of Lake Forest, CA

Programming, schematics,
design development,
community presentations,
and construction documents
for traffic, safety, and
beautification improvements
along El Toro Road from
Muirlands Boulevard to
Jeronimo Road and along
Jeronimo Road from Los Alisos
Boulevard to Bake Parkway.
Improvements include
themed iconic monuments,
decorative maintenance strips,
bus shelters, split rail fencing,
median planting, slope
protection, drip irrigation, and
low water planting.

LANDSCAPE EFFICIENCY
Real-time weather and
evapotranspiration (ET) based
irrigation controller

100% reclaimed water for drip and
bubbler irrigation

80% low water use plant palette
(per WUCOLS IV, UC Davis)

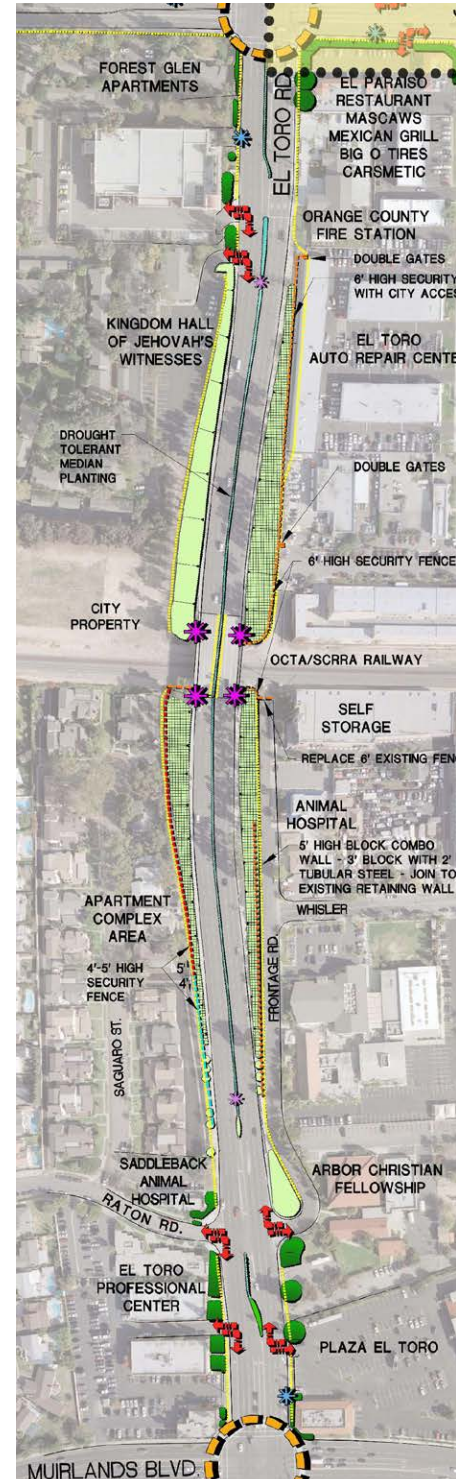
3" bark mulch in planter
areas to protect soil from
evapotranspiration

DATES: 2009-2014

A/E FEE: \$441,690

CLIENT CONTACT:
Tom Wheeler
Director of Public Works/
City Engineer, City of Lake Forest
(949) 461-3485

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FRONTIER PARK

City of Tustin, CA

Conceptual plans and construction documents for 0.75 acre park renovation including frisbee golf, totlot, splash pad, exercise equipment. (NUVIS provided original park design services in 1990's.) Improvements include high-efficiency irrigation system, turf reduction, low water shrub plantings, river rock paving, protection of existing mature trees, and bark mulch.

EST. CONSTRUCTION BUDGET:
\$591,000

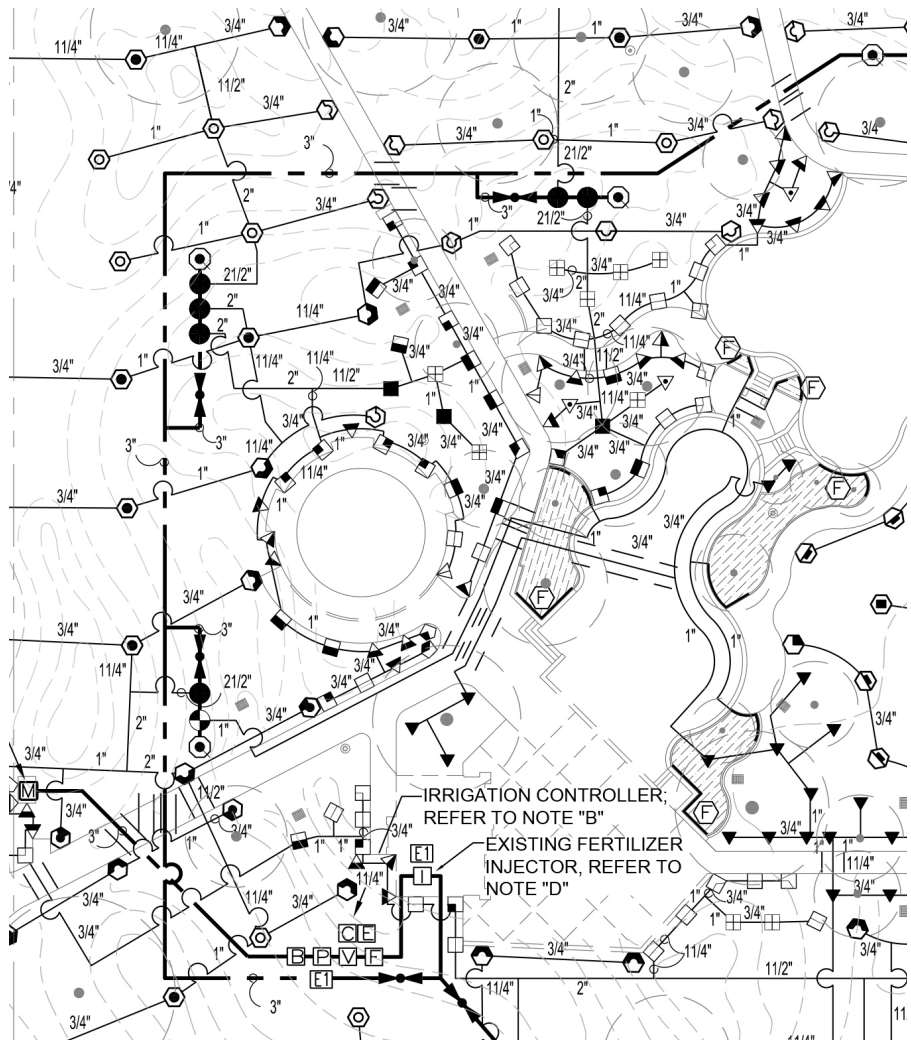
DATES: 2015-2018

CLIENT CONTACT:
Jason Churchill
Field Services Manager
300 Centennial Way
Tustin, CA 92780
714-573-3355

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ORIGINAL PARK DESIGN BY NUVIS - CIRCA 1990's



OAK PARK UNIFIED SCHOOL DISTRICT LANDSCAPE & IRRIGATION IMPROVEMENTS REPORT

Dougherty for
OPUSD, Oak Park, CA

Landscape water use
reduction study and report
for all six (6) schools within the
district involving:

photographic documentation of
site conditions

site analysis and
recommendations for turf
reduction in non-active areas,
planting area upgrades, and
irrigation system upgrades

conceptual design improvement
plans

water use calculations with
comparison of district water bills
for the preceding year

irrigation upgrade system
type comparisons and
recommendations

storm-water management
opportunities

low water use, locally native plant
palette and imagery

DATES: 2017

CLIENT CONTACT:
Joe LoBasso, AIA
Dougherty
714-427-0277
joel@dougherty.us

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10 CONCEPTUAL IMPROVEMENT PLAN
OAK PARK UNIFIED SCHOOL DISTRICT

existing landscape water

Per Oak Park Water Service (Inflow Sanitation District)
Landscape Water Utility Bills Dated June 2016 - May 2017

METER SIZE	2"
NUMBER OF METERS	2
TOTAL UNITS / HCF ** USED	4,513.68
AVERAGE UNIT RATE	\$3.58
ANNUAL COST	\$15,734
GALLONS PER YEAR	3,376,232

NOTES:
Data above, combined from Brookside Left and Brookside Right water bills, does not include meter surcharges, fire hydrants, or potable water to buildings.
See pages 50-51 for monthly landscape water bill breakdowns for all schools.

oak hills elementary school water use savings summary

ESTIMATED YEARLY WATER REDUCTION	2,655,626* Gallons/Yr. (~41%)
ESTIMATED YEARLY UNIT SAVINGS	3,550 UNITS / HCF**
ESTIMATED YEARLY COST SAVINGS	\$12,710

* TOTAL GALLONS USED/748 = UNITS OF WATER X \$3.58/UNIT = TOTAL COST

** HCF = HUNDRED CUBIC FEET = 1 UNIT
100 cubic feet = 748 gallons



DRIP TUBING

ADVANTAGES:

- Efficient application of water to a plant's root zone.
- Controlled use of water in a design beyond that of other plants.
- Leaving areas not requiring water alone.

DISADVANTAGES:

- High maintenance of additional, less durable equipment.
- Extensive digging of emitters.
- Emitters can clog.
- Not optimal vegetation application California native plants.
- Requires additional emitters on plant root zone increases in size.
- Susceptible to rodent damage.
- Requires monitoring for possible system failures.



FLOOD BUBBLERS

ADVANTAGES:

- Less overall maintenance.
- Overhead typically connected to rigid PVC lateral lines.
- Reducing the risk of emitters to vandalism.
- Higher cost per square foot if used to cover a large area.
- Easy to verify if the system is operating correctly.

DISADVANTAGES:

- Less efficient and effective method of low water.
- Emitters prone to clogging and require maintenance.
- Emitters prone to clogging and require maintenance.
- Emitters prone to clogging and require maintenance.



MICRO SPRAY HEADS

ADVANTAGES:

- Prevents method of irrigation for particular species such as California natives.
- Overhead typically connected to rigid PVC lateral lines.
- Reducing the risk of emitters to vandalism.
- Higher cost per square foot if used to cover a large area.
- Easy to verify if the system is operating correctly.

DISADVANTAGES:

- Less efficient and effective method of low water.
- Emitters prone to clogging and require maintenance.
- Emitters prone to clogging and require maintenance.
- Emitters prone to clogging and require maintenance.



supporting water use calculation data

FULLY PLANTED & IRRIGATED EXISTING CONDITIONS

LANDSCAPE TYPE	HYDROZONE AREA (HA)(SF)	IRRIGATION TYPE & EFFICIENCY (IE)	PLANT FACTOR	HYDROZONE WATER USE	ESTIMATED TOTAL WATER USE
TURF AREAS	158,495 SF	SPRAY ROTOR (0.7)	0.80	HIGH	5,519,249 GAL/YEAR
SHRUB AREAS	52,910 SF	SPRAY HEADS (0.8)	0.50	MODERATE	1,007,605 GAL/YEAR
					TOTAL: 6,526,854 GAL/YEAR

PROPOSED IMPROVEMENTS

LANDSCAPE TYPE	HYDROZONE AREA (HA)(SF)	IRRIGATION TYPE & EFFICIENCY (IE)	PLANT FACTOR	HYDROZONE WATER USE	ESTIMATED TOTAL WATER USE
TURF AREAS	69,896 SF	SPRAY ROTOR (0.7)	0.80	HIGH	2,433,978 GAL/YEAR
NATIVE SHRUB AREAS	141,509 SF	DRIP LINE (0.9)	0.30	LOW	1,437,250 GAL/YEAR
					TOTAL: 3,871,228 GAL/YEAR

WATER USE CALCULATION EQUATION: $ETWU = ETo \times .62(((PF \times HA) / IE) + SLA)$

ETWU - ESTIMATED TOTAL WATER USE
E2 - CONVERSION FACTOR TO CHANGE ACRES-INCHES PER ACRE PER YEAR TO GALLONS TO SQUARE FOOT PER YEAR
PF - PLANT FACTOR (DRIP=0.8, ORNAMENTAL HIGH WATER SHRUB=0.7, ORNAMENTAL MED. WATER SHRUB=0.5, NATIVE LOW WATER SHRUB=0.3)
IE - IRRIGATION EFFICIENCY (OVERHEAD TURF SPRAYHEAD=0.7, SHRUB SPRAYHEAD=0.8, DRIP=0.9)
SLA - SPECIAL LANDSCAPE AREA (area of the landscape dedicated solely to edible plants, areas irrigated with recycled water, water features using recycled water and areas dedicated to active play such as parks, sports fields, golf courses, and where turf provides a playing surface)

NOTES:

WATER USE CALCULATIONS ARE APPROXIMATE AND ARE TO BE USED AS A GUIDE FOR PLANNING PURPOSES BASED UPON DATA AVAILABLE AND GOOGLE MAPS REFERENCE INFORMATION.

WATER USE CALCULATIONS BASED UPON YEARLY EVAPOTRANSPIRATION (ET) RATE OF 51.0 FOR THE CITY OF OAK PARK AND AN ET ADJUSTMENT FACTOR OF 0.45 FOR NON-RESIDENTIAL LANDSCAPE AREAS PER THE STATE OF CALIFORNIA'S MODEL WATER EFFICIENT LANDSCAPE ORDINANCE.

IRRIGATION COST SAVINGS BASED UPON CALCULATIONS FOR FULLY PLANTED AND FULLY IRRIGATED EXISTING LANDSCAPE AREAS AS COMPARED TO CALCULATIONS FOR NEW NATIVE PLANTING AND NEW DRIP IRRIGATION IN THE SAME AREAS. CURRENTLY STRIPPED/ BARE LANDSCAPE AREAS AND/ OR AREAS WHERE IRRIGATION IS CURRENTLY TURNED OFF HAVE NOT BEEN FACTORED INTO THIS REPORT.



DOG PARK RENOVATION

City of Laguna Woods, CA

Design development and construction documents for City Dog Park renovation including synthetic turf, custom park monument, planting areas, seating areas, picnic areas, fencing for large and small dogs, perimeter wall, pet waste bag dispenser, site furniture, boulders, gravel, high-efficiency irrigation system, and low water use planting.

Scope also included preparation of a analysis report including review, research, design recommendations, maintenance guidelines, and rough costs for improvements including synthetic turf replacement along with natural grass species options as part of an On-Call contract with the City.

DATES: 2015 - on-going

CONSTRUCTION COST:
\$337,000

CLIENT CONTACT:
James Haston,
Management Assistant,
City of Laguna Woods
949-639-0522

Chris Maken,
City Manager,
City of Laguna Woods,
949-639-0525

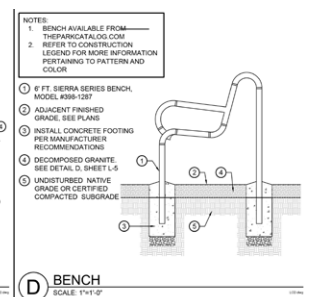
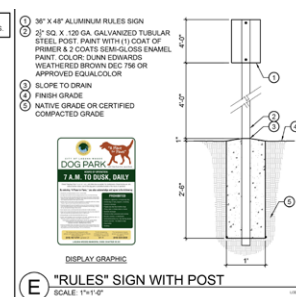
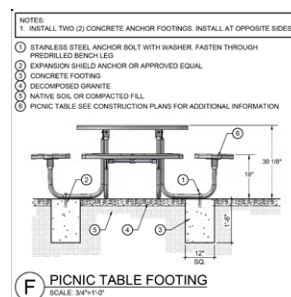
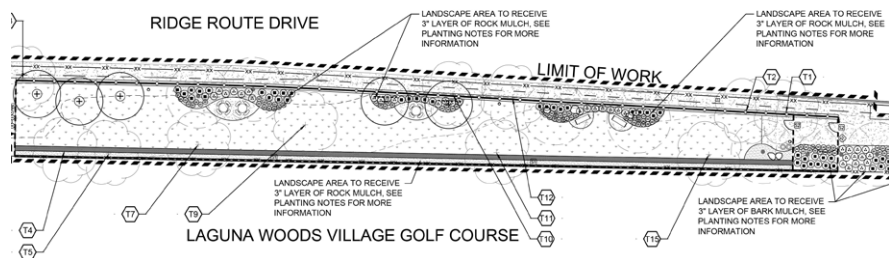
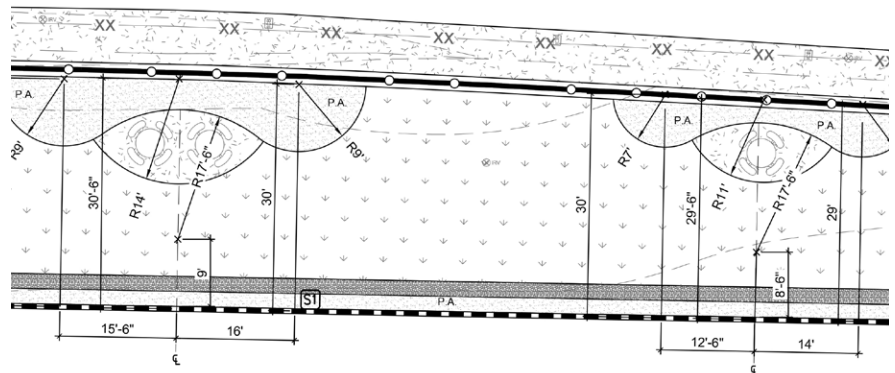
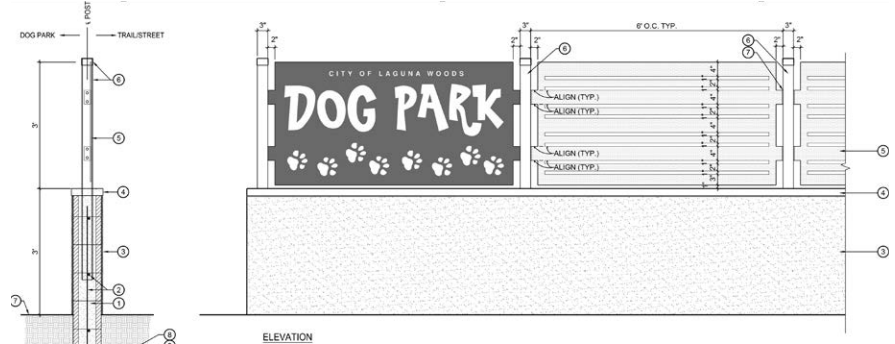
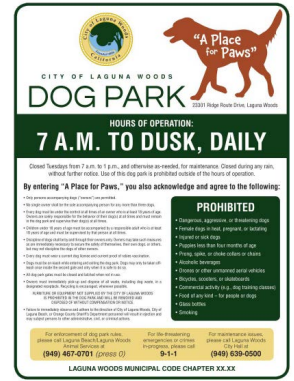
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City of Laguna Woods A PLACE FOR PAWS DOG PARK Surfacing Opportunities & Recommendations



EXISTING PARK CONDITIONS:

- Approximately 8,500 SF area
- Dated artificial turf with compact low fiber height
- Long continuous turf area with no pathways
- User complaints of odors from urine and feces along with burned paws during days with excessive heat





CITY-WIDE FACILITY WATER USE REDUCTION

City of Yorba Linda, CA

City-wide park assessment project to analyze potential fiscal savings and water use reduction amounts through replacing un-used turf areas within City parks and facilities with low water use shrub and groundcover plantings. Scope included site inventory, park analysis, conceptual plans, design alternatives, estimated water use calculations, and analysis summary.

PARKS INCLUDED FOR DETAILED ASSESSMENT:

Fairmont Knolls Park
Jessamyn West Park
Las Palomas Tennis Park
Bigonger Park
Yorba Linda City Hall
Yorba Linda Community Center

(14 other City parks and facilities were included in the preliminary assessment.)

LANDSCAPE EFFICIENCY:

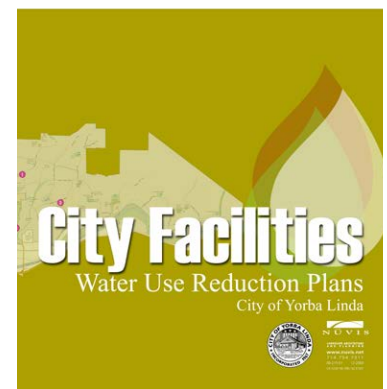
Reduction in non-active turf
Reduction in water use
Reduction in maintenance
Low water use plant palette
Protection of existing mature trees

DATES: 2009-2010

CLIENT CONTACT:

City of Yorba Linda
Parks & Recreation
714-961-7160
kridenour@yorba-linda.org

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Alternative 2 - Turf reduction with drought tolerant shrubs and drip irrigation				
Proposed Turf EWU			Proposed Shrubs EWU	
Month	Avg. Daily Gal/Day	Gal/Mo	Avg. Daily Gal/Day	Gal/Mo
Jan	0.072	3,390	0.072	342
Feb	0.085	4,002	0.085	403
Mar	0.118	5,556	0.118	560
April	0.167	7,862	0.167	792
May	0.155	7,297	0.155	735
June	0.211	9,884	0.211	1,001
July	0.203	9,557	0.203	963
Aug	0.194	9,134	0.194	920
Sept	0.155	7,297	0.155	735
Oct	0.155	7,297	0.155	735
Nov	0.09	4,237	0.09	427
Dec	0.054	2,542	0.054	256
TOTAL/Year		2,383,959		240,210
Estimated Yearly Water Reduction			800,344 gallons/year	
Estimated Yearly Cost Savings			\$1,915 23.37%	

CITY OF NAME

LANDSCAPE & IRRIGATION PLAN

CHECK LIST

CONSTRUCTION PLAN SUBMISSION & APPROVAL

Drawing size: 24" x 36"

Minimum scale: 1"=20'

	INITIAL SUBMITTAL			SUBSEQUENT SUB-1			SUBSEQUENT SUB-2		
	Plan	Specs	Soil	Plan	Specs	Soil	Plan	Specs	Soil
Design Services									
PW Operation (NAME)									
Traffic Engineering (NAME)									
Urban Forest Tree (NAME)									
Real Property (NAME)									
Water Engineering (NAME)									
Electrical Engineering (NAME)									
Planning (NAME)									
Plan check's consultant (NUVIS)									
Total									

INITIAL SUBMITTAL		Received:		Returned:	
	PW Operation	Sent:		Received:	
	Traffic Engineering				
	Water Engineering				
	Electrical Engineering				
	Planning				
	Plan check's consultant				

SUBSEQUENT SUBMITTAL		Received:		Returned:	
	PW Operation	Sent:		Received:	
	Traffic Engineering				
	Water Engineering				
	Electrical Engineering				
	Planning				
	Plan check's consultant				

SUBSEQUENT SUBMITTAL		Received:		Returned:	
	PW Operation	Sent:		Received:	
	Traffic Engineering				
	Water Engineering				
	Electrical Engineering				
	Planning				
	Plan check's consultant				

Plan checker:	NAME
Agency/Company:	Nuvis Landscape Architecture
Phone:	714.754.7311
E-mail:	

1	2	3		No.	Description	Comments
					TITLE SHEET (24" x 36")	
				1	Project title description, address and date	
				2	Project Account number	
				3	Vicinity Map	
				3a	Vicinity Map – Project location	
				4	Location Map	
				4a	Plan number for reference	
				4b	Street configuration within or adjacent to the project	
				4c	Nearest street intersection	
				4d	Street name	
				4e	North arrow	
				4f	Scale	
				5	Sheet Index	
				5a	Sheet number	
				5b	Plan number to be assigned by agency	
				5c	Description	
				6	Contractor Notes	
				7	City of NAME Water Notes, water supply type and identification of local retail water purveyor	
				8	City of NAME General Notes for Improvements	
				9	City of NAME General Notes for Landscaping	
				10	DigAlert note	
				11	Signature Block for approval	
				12a	Traffic/Transportation Engineering	
				12b	Electrical Engineering	
				12c	Water Engineering	
				12d	Design Services	
				12e	City Engineer	
					Title Block	
				13	Standard City Block	
				14	Revisions (for changes after plan is approved)	
				15	Design Consultant's certification	
				16	Design Consultant's firm address & phone number	
				17	Plan signed & sealed by a Landscape Architect	
				18	City of NAME address	
				19	Project limits description	
				20	Account numbers	
				21	Sheet number (Sheet 1 of xx)	
				22	Plan number (to be assigned by the City)	

1	2	3	No.	Description	Comments
				PLAN SHEETS (24" x 36")	
			23	North arrow	
			24	Scale: minimum scale is 1"=20'	
			25	Limits of work description (by street location)	
			26	Sheet number (number sheets consecutively)	
			27	Plan number to be assigned by the City	
			28	Layout of the work limits shown on each sheet	
			29	Existing & proposed landscape and hardscape areas	
			30	Street names	
			31	Show and label existing R/W	
			32	Show and label ultimate R/W	
			33	Show station at street intersections	
			34	Show street station marks	
			35	Show and label centerline(s) of street(s)	
			36	Show and label easements	
			37	Show and label power poles	
			38	Show and label street lights	
			39	Show and label drainage structures	
			40	Show and label water facilities	
			41	Show and label electrical facilities	
			42	Show Traffic signal facilities	
			43	Show and label gas facilities	
			44	Show and label communication facilities	
			45	Show and label walls & fences	
			46a	Street stations	
			46b	Utility identification (MH, Valve, ...)	
			47a	Show matchline	
			47b	Matchline reference: show plan number	
			48	Show property lines of properties adjacent to R/W	
			49	Phasing plan Index (plan indicating the anticipated phasing of overall project if all drawings are not going to be submitted at one time)	
			50	Basis of Bearing	
				PLANTING PLAN	
			51	Show abbreviations and/or symbols	
			52	Show botanical name	
			53	Show common name	
			54	Show tree size	
			55	Show shrubs layout	
			56	Show ground cover layout	
			57	Show turf layout	

1	2	3	No.	Description	Comments
			58	Proposed parkway trees are selected from the City's approved Street Tree List.	
			59	Container size of trees meets the minimum requirements.	
			60	Proposed shrubs are selected from the approved agency plant list.	
			61	Proposed ground cover species are selected from approved agency plant list.	
			62	All shrubs and groundcover areas to receive 3" mulch.	
			63	Tree planting location, in Right-of-Way:	
			64a	Trees are located a minimum of 3' from the centerline of tree to the face of curb. (VERIFY FROM CITY STANDARDS)	
			65b	Trees are located a minimum of 15' from street lights. (VERIFY FROM CITY STANDARDS)	
			65c	Trees are located a minimum of 10' from street lights for palms. (VERIFY FROM CITY STANDARDS)	
			65d	Trees are located a minimum of 10' from sewer laterals. (VERIFY FROM CITY STANDARDS)	
			65e	Trees are located a minimum of 10' from traffic signs. (VERIFY FROM CITY STANDARDS)	
			65f	Trees are located a minimum of 10' from BCR or ECR of curb return of driveways. (VERIFY FROM CITY STANDARDS)	
			65g	Trees are located a minimum of 5' from edge of CB and FH. (VERIFY FROM CITY STANDARDS)	
			66a	Trees are located a minimum of 5' from the centerline of the tree to the face of curb in median. (VERIFY FROM CITY STANDARDS)	
			66b	Trees are located a minimum of 40' from the end of the median. (VERIFY FROM CITY STANDARDS)	
			66c	Trees are located a minimum of 40' from beginning of left turn lane in median. (VERIFY FROM CITY STANDARDS)	
			66d	Palm trees are located a minimum of 10' from street lights in medians. (VERIFY FROM CITY STANDARDS)	
			66e	Trees are located a minimum of 5' from water. (VERIFY FROM CITY STANDARDS)	
			66f	Trees are located a minimum of 5' from SD. (VERIFY FROM CITY STANDARDS)	
			66g	Trees are located a minimum of 10' from traffic signs. (VERIFY FROM CITY STANDARDS)	

				67a	At signalized intersections, at approaches trees are located a minimum of 40' from BCR, (VERIFY FROM CITY STANDARDS)	
				67b	At signalized intersections, at approaches trees are located a minimum of 25' for palms. (VERIFY FROM CITY STANDARDS)	
				67c	At signalized intersections, at departures trees are located a minimum of 25' from ECR. (VERIFY FROM CITY STANDARDS)	
				67d	At signalized intersections, at departures trees are located a minimum of 15' for palms. (VERIFY FROM CITY STANDARDS)	
				68	Tree planting location, at Stop Signs or uncontrolled intersections	
				69a	At the approaches trees are located a minimum of 25' from BCR. (VERIFY FROM CITY STANDARDS)	
				69b	At the departures trees are located a minimum of 10' from ECR, (VERIFY FROM CITY STANDARDS)	
				70	Proposed plant heights are acceptable per guidelines	
				71	Shrub planting feature drifts or mass plantings of shrubs that display flower color and/or unique foliage color.	
				72	Mulch, creeping ground cover and sprawling shrubs are used in planting schemes to cover bare soil.	
				73	Plan includes this note: "ALL LANDSCAPED PLANTING AREAS (INCLUDING HYDROSEEDED OR BROADCAST SEED AREA) SHALL BE TREATED WITH AN APPROVED HERBICIDE APPLICATION ACCORDING TO MANUFACTURER'S RECOMMENDATIONS TO ENSURE A WEED FREE CONDITION PRIOR TO CITY ACCEPTANCE OF THE WORK".	
				74	Plan includes this note for timeframe: "a) SHRUBS, GROUND COVER AND TURF: 90-CALENDAR DAY. b) CANOPY TREES: 1 YEAR. c) PALM TREES: 2YEARS. d) IRRIGATION SYSTEM, INCLUDING TRENCHING: 1-CALENDAR YEAR".	
				75a	Seeded areas: normal maintenance and establishment periods plus an additional 60-calendar day.	
				76	Parkway Slope per agency guidelines	
				77	Show planting details not covered by Std. Dtl.	

1	2	3	No.	Description	Comments
				CONSTRUCTION PLAN	
			77	Show existing grades, contours & spot elevations	
			78	Show proposed grades, contours & spot elevations	
			79	Show elevations of FG, TC, FL, BW, FS as necessary	
			80	No mounding within the ultimate R/W	
			81	Show drain inlets with INV elevations	
			82	Median cross slope for hardscape area per agency guidelines	
			83	Median areas 7' or less in width: concrete pavement	
			84	Median island, along back of curb: construct 18" maintenance band	
			85	Show construction notes	
				IRRIGATION PLAN	
			86	Show irrigation equipment legends on each sheet with symbols for all referenced materials used	
			87	Show symbols for all referenced material used	
			88	Sprinkler and/or rotor: show model, manufacturer, nozzle type, body type, PSI, radius and GPM	
			89	Irrigation details: show all components used in design	
			92	Show irrigation details not covered by Std. Dtl.	
			93	Show sprinkler layout	
			92	Show rotor layout	
			93	Show laterals	
			94	Show remote control valve(s)	
			95	Show ball valve(s)	
			96	Show quick-coupler valve(s)	
			97	Show master valve(s)	
			98	Show flow sensor	
			99	Show back flow prevention device	
			100	Show automatic irrigation controller with power supply	
			101	Show sleeve sizing legends	
			102	Show sleeving notes & key	
			103	Show pipe sizing legends	
			104	Show pipe sizing notes	
			105	Show irrigation installation notes	
			106	Show irrigation systems layout notes	
			107	Show rain or moisture sensors	
			108	All irrigation piping 2 1/2"-inches in diameter and larger is PVC Class 315 with solvent weld joints (shown on a table)	
			109	All irrigation piping 2"-inches in diameter and smaller is PVC Schedule 40 with solvent weld joints (shown on a table)	
			110	All mainline piping and control wires under paving are to be installed in separate sleeves.	
			111	Mainline sleeve size is a minimum of twice (2x) the diameter of the pipe to be sleeved.	
			112	Control wire sleeves are of sufficient size for required number of wires under paving.	

1	2	3	No.	Description	Comments
			113	Galvanized Schedule 40 sleeves are used on all main line or lateral line crossing at concrete bench or V-ditches.	
			114	All lateral line piping that crosses beneath paved surface is sleeved with PVC Schedule 40 pipe.	
			115	Isolation valves. Brass ball valves are installed in an approved locking valve box in order to isolate irrigation system for each planting pocket.	
			116	Quick Coupler valve shall be installed along mainline at 100 lf intervals continuously along all landscaped	
			117	Valve boxes. All remote control valves, quick couplers control wire and computer cable pull points are to be	
			118	Valve boxes shall be marked indicating controller and station numbers for control valve boxes and/or as titles in the equipment legend with 2-inch white heat branded letters.	
			127	Show water main	
			128	Show a description and location of the water services	
			129	Show the meter location of the water services	
			130	Show the available static water pressure	
			131	Show the design water pressure	
			132	Show the peak flow through meter in GMP	
			133	Show area serviced through each meter in acre-feet	
				Show area serviced through each meter in cubic feet	
			134	Show yearly water demand in acre-feet (after the completion of the 90-calendar day min. – 180-calendar max. maintenance/establishment period	
			135	Show total size in square feet	
			136	Show pressure calculations at each connection point.	
			137	Pressure calculations include worst condition	
			138	Pressure calculations include at the farthest irrigation head away from the POC	
			139	Show AB 1881, MWHELO 2015 Water Conservation calculations (EAWU & ETWU)	
			140	The irrigation system is fully automatic operating systems utilizing electrically operated controllers and valves	
			141	Shrub and turf areas are valve separately	
			142	Design maximizes water efficient and uniform distribution	
			143	Controller.	
			143a	The irrigation system utilizes a controller compatible with the Agency's centralized system.	
			143b	The controller assembly includes a rain shutoff device.	
			143c	The entire assembly is protected by a vandal resistant	
			144	The system is protected by an approved reduced pressure type back flow prevention device.	

1	2	3		No.	Description	Comments
				145	The system is protected by a Master Control Valve with a flow sensor installed in a locking valve box. See Std. Dtl. 526	
				146	All control and common wires shall be minimum 14 gauge.	
				147	Common wire shall be white with different color trip for each controller.	
				148	Control wires shall be different color for each controller when multiple controllers are utilized.	
				149	Irrigation heads have with minimal overspray onto walls, streets, walks, etc...	
					SOILS	
				150	Planting soils. Soil samples have been analyzed for agricultural suitability and submitted in a soils report.	
				150a	Testing includes presence of any residual chemicals that may be detrimental to healthy plant growth.	
				150b	The soils report includes any recommend corrective measures for soil amendment and fertility to be	
				151	Imported soil to be CLASS 'A' top soil	

1	2	3	No.	Description	Comments
				Water Efficient Landscape Ordinance	
			1	The Landscape Plans meet the requirements set forth in the City's most current Water Efficient Landscape Ordinance and shall include the following statement along with a signature of the Landscape Architect as required by law, "THE DESIGN OF THIS PROJECT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S WATER EFFICIENT LANDSCAPE ORDINANCE." The plans at minimum but not limited to shall also include the following submittal requirements for new landscape installations or landscape rehabilitation projects	
				Elements of the Landscape Documentation Package	
			2	Landscape Design Plan	
			3	Irrigation Design Plan	
			4	Grading Plan, if applicable	
			5	Water Efficient Landscape Worksheet (Optional at Discretion of City)	
			6	Hydrozone information table (Optional at Discretion of City)	
			7	Water Budget Calculations (Optional at Discretion of City)	
			8	Project includes calculated MAWA and EAWU for landscaped areas	
				Landscape Design Plan	
			9	Hydrozone labeled by number, letter or other method	
			10	Hydrozone identified as low, moderate, high or mixed water use	
			11	Recreational area identified	
			12	Edible plant areas identified	
			13	Irrigated with recycled water areas identified	
			14	Mulch type and application depth	
			15	Soil amendments, type and quantity	
			16	Type and surface area of water features	
			17	Hardscape areas (pervious & non-pervious)	
			18	Identify location and installation details of any storm water BMP's	
			19	Identify rain harvesting or catchment technologies if applicable	

1	2	3		No.	Description	Comments
				20	The following statement is included, "I have complied with the criteria of the Water Efficient Landscape Ordinance and applied them for the efficient use of water in the landscape Design Plan" And bear the signature of a California-licensed Landscape Architect	
				21	Irrigation Design Plan	
				22	Low volume irrigation in mulched planting areas	
				23	Matched precipitation on Sprinkler heads and other emission devices	
				24	Swing joints or other riser protection components adjacent to high traffic areas	
				25	Landscaped areas narrow or irregularly shaped with less than 8' in length irrigated with subsurface irrigation or low volume irrigation system	
				26	No overhead irrigation within 24 inches of any non permeable surface	
				27	No hydrozone area sharing both high and low water use plants	
				28	The following statement is included, "I have complied with the criteria of the Water Efficient Landscape Ordinance and applied them for the efficient use of water in the Irrigation Design plan" And bear the signature of a California-licensed Landscape Architect	

PLAN REVIEW SUMMARY

The following is a summary of major concerns relative to this Plan submittal:

MWELO SUBMITTAL CHECKLIST

Submittal Date: _____

Project Address: _____

Applicant Name: _____ Phone: _____

The following checklist provides a list of information that must be included on the plans before your permit application can be processed.

PERFORMANCE APPROACH

Landscape Documentation Package (Title 23, Chapter 2.7 §492.3)

- ☐ The project's address, total landscape area, water supply type, and contacts shall be stated on the plans.
- ☐ Add, sign and date the following statement on the plans: "I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package."
- ☐ Water Efficient Landscape Worksheet that includes a hydrozone information table and water budget calculations shall be submitted for plan check.
- ☐ A landscape design plan and irrigation design plan shall be submitted for plan check.

Water Efficient Landscape Worksheet (Title 23, Chapter 2.7 §492.4 and §492.13)

- ☐ Incorporate the Water Efficient Landscape Worksheet into plans. Show that the Maximum Applied Water Allowance (MAWA) meets or exceeds the calculated Estimated Total Water Use (ETWU).
- ☐ The evapotranspiration adjustment factor (ETAF) for the landscape project shall not exceed a factor of (0.55 for residential areas) (0.45 for non-residential areas).
- ☐ The plant factor used shall be from WUCOLS or from horticultural researchers with academic institutions.
WUCOLS plants database can be found on-line at: <http://ucanr.edu/sites/WUCOLS/>
- ☐ All water features shall be included in the high water use hydrozone. All temporary irrigated areas shall be included in the low water use hydrozone.
- ☐ All Special Landscape areas shall be identified on the plans. The ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0.
- ☐ For the purpose of calculating ETWU, the irrigation efficiency is assumed to be 0.75 for overhead spray devices and 0.81 for drip system devices.

Landscape Design Plan (Title 23, Chapter 2.7 §492.6)

- ☐ The landscape design plans, at a minimum, shall:
 - ☐ Delineate and label each hydrozone by number, letter, or other methods.
 - ☐ Identify each hydrozone as low, moderate, high water, or mixed water use.
 - ☐ Identify recreational areas, areas solely dedicated to edible plants, areas irrigated with recycled water, type and surface area of water features, impermeable and permeable hardscape, and any infiltration systems.
- ☐ For hydrozone with a mix of both low and moderate water use plants or both moderate and high water use plants, the higher plant factor or the plant factor based on the proportions of the respective plant water uses shall be used. Hydrozones containing a mix of low and high water use plants is not permitted.

- ☐ Turf is not allowed on slopes greater than 25% where the toe of the slope is adjacent to an impermeable hardscape.
- ☐ Add note to plans: "Recirculating water systems shall be used for water features"
- ☐ Add note to plans: "A minimum 3-inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated."
- ☐ Add note to plans: "For soils less than 6% organic matter in the top 6 inches of soil, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six inches into the soil"

Irrigation Design Plan (Title 23, Chapter 2.7 §492.7)

- ☐ The irrigation plans, at a minimum, shall contain the following:
 - ☐ Location and size of spate water meters for landscape
 - ☐ Location, type, and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices.
 - ☐ Static water pressure at the point of connection the public water supply
 - ☐ Flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station.
- ☐ A dedicated water service meter or private submeter shall be installed for all (non-residential irrigated landscapes of at least 1,000sqft) (residential irrigated landscape areas of at least 5,000sqft).
- ☐ Add note to plans: "Pressure regulating devices are required if water pressure is below or exceeds the recommended pressure of the specified irrigation devices."
- ☐ Manual shut-off valves shall be required, as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency or routine repair.
- ☐ Add note to plans: "Check valves or anti-drain valves are required on all sprinkler heads where low point drainage could occur."
- ☐ Areas less than 10-feet in width in any direction shall be irrigated with subsurface or drip irrigation.
- ☐ Overhead irrigation shall not be permitted within 24-inches of any non-permeable surface.

Required Statements and Certification (Title 23, Chapter 2.7 §492.6, §492.7 and §492.9)

- ☐ Add the following statement on the landscape and irrigation plans: "I have complied with the criteria of the ordinance and applied them for the efficient use of water in the landscape design plans".
- ☐ The final set of landscape and irrigation plans shall bear the signature of a licensed landscape architect, licensed landscape contractor, certified irrigation designer, licensed architect, licensed engineer, licensed land surveyor, or personal property owner.
- ☐ Add note to plans: "A diagram of the irrigation plan showing hydrozones shall be kept with the irrigation controller for subsequent management purposes."
- ☐ Add note to plans: "A Certificate of Completion shall be filled out and certified by either the designer of the landscape plans, irrigation plans, or the licensed landscape contractor for the project".
- ☐ Add note to plans: "An irrigation audit report shall be completed at the time of final inspection."

Since 1971, NUVIS has provided the full spectrum of professional landscape architectural services, from creative idea generation to graphic conceptualls through construction documents and field observation, for a multitude of private developers, design professionals, and public agencies.



3.5.a

Attachment: Professional Services Agreement - Nuvis, Inc. (1978 : Professional Services Agr for On-Call Landscape Architecture Services)

City of Laguna Hills									
Landscape Architecture On-Call									
NUVIS Fee Schedule									
Task & Description	Sr Prin \$200	Princ \$170	Sr. Assoc \$155	Assoc \$140	LCAD \$130	LCAD II \$120	Admin \$85	Total \$	
1 Landscape Architecture Services								\$3,085	
Consult with City Staff to address technical issues	1		15	4				\$3,085	
20 Hour Allowance									
2 Capital Improvement Project Inspection								\$24,800	
Inspection of landscape/irrigation/water quality			160					\$24,800	
20 Working Days Allowance									
3 Plan Check								\$28,010	
Plan Check Concept Plans 3 Cycles/6 Per Year		4	32	18				\$8,160	
Plan Check Landscape/Irrigation Plans 3 Cycles/6 Per Year	4	8	60	40				\$17,060	
Final Report Preparation (12 Reports)			18					\$2,790	
4 Landscape Architecture Design Services								\$30,160	
Site Recon; Mtgs; Prelim; PS&E	8	16	60	60	60		4	\$30,160	
Assume 3 acre park. Planting, irrigation, minor hardscape improvements. No additional services required. City provides all required surveys and reports.									
5 Evaluation of Non-Synthetic Pesticides								\$2,480	
Review Contractor Quarterly Reports; One Field Review; Review Contractor Final Report			16					\$2,480	
16 Hour Allowance									
Does not include soils testing, environmental reports									
6 Budget Assistance								\$1,240	
Assist Staff with development of Landscape Budget			8					\$1,240	
8 Hour Allowance									
7 Technical Consultation								\$2,960	
Assist Staff review code requirements for irrigation water conservation, water quality; Landscape Maintenance Specifications; Tree Maintenance Specifications			18				2	\$2,960	
20 Hour Allowance									
Total Hours	13	28	361	122	60	0	4		
Total Cost	\$2,600	\$4,760	\$55,955	\$17,080	\$7,800	\$0	\$280		
TOTAL PROFESSIONAL FEE PROPOSAL								\$92,735	

HOURLY RATES:

Professional services (including portal to portal domestic travel time) performed on an hourly basis will be billed at the following personnel rates.

Corporate Principal	\$200.00/hour
Principal	170.00/hour
Senior Associate	155.00/hour
Associate	140.00/hour
CADD Technician I	130.00/hour
CADD Technician II	120.00/hour
Administrative	85.00/hour

DIRECT PROJECT EXPENSES:

Direct Project Expenses (DPE) shall be billed to the CLIENT in addition to fees for professional scope of services at the multiplier of 1.15% of actual cost. They include, but may not be limited to, production 'materials' or expenditures on behalf of the project, including: computer related expenses (ie: plotting and digital transfer items); domestic courier delivery service and postage/ shipping/ overnight delivery; facsimile (outgoing); photography and related supplies; in-house printing/ reproduction; special insurance coverage; and subconsultants not retained by the CLIENT.

PROFESSIONAL SERVICES AGREEMENT
Richard Fisher Associates
(On-Call Landscape Architectural Consulting Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 12th day of November 2019, 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 RICHARD FISHER ASSOCIATES, a California corporation, (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified, licensed landscape architectural firm to provide full-service landscape architectural consulting services to City, including but not limited to, consultation by a California registered landscape architect, capital improvement project inspection, plan check of landscape improvement concept plans, design of capital improvement projects including site planning, budgeting, and preparation of plans, specifications, and construction cost estimates, budget preparation, technical consultation, coordination with other professional services utilized by City, as well as other related landscape architectural services, on an as-needed on-call basis ("Project").

B. In response to City's formal Request for Proposals ("RFP"), dated August 19, 2019, Consultant has submitted to City a proposal, dated September 19, 2019, to provide professional landscape architectural consulting services for the Project pursuant to the terms of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, specialized equipment, or technical expertise able to perform the work or services contracted for herein.

D. City desires to retain Consultant to provide such professional landscape architectural 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 landscape architectural consulting services to City for the Project as set forth in the Consultant's Proposal/Scope of Work, dated September 19, 2019, 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 19, 2019 ("Consultant's Proposal") and submitted to City, which are both referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal is attached hereto as Exhibits "A" and is hereby incorporated by reference and made a part of this Agreement. All provisions of this Agreement and the Consultant's Proposal 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 officials, officers, employees, agents and volunteers,

free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. 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 Contractor's Proposal/Scope of Work (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum

Contract Amount or in the Maximum Annual 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, charges, and/or unit prices 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"), which sum shall not exceed One Hundred Thousand Dollars (\$100,000.00) per Fiscal Year during the term of this Agreement (hereinafter referred to as the "Maximum Annual Contract Amount"). Compensation shall be payable according to the fees and at the rates, charges, and/or unit prices set forth in Exhibit "A" attached hereto. 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 Contract Amount shall include the attendance of Contractor at all Project meetings deemed reasonably necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. 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 the effective date of the Agreement through June 30, 2021). 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, 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 November 12, 2019 and ending on June 30, 2024 ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than one additional three (3) year term under the same terms and conditions ("Renewal Option").

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 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 written 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: **Richard A. Fisher, ASLA, 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 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. The policy shall be endorsed to provide the following: Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

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 the extent that such Claims arise out of, pertain to, or are related to the City's sole negligence, active negligence, or willful

misconduct.

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
Facsimile: (949) 707-2633

To Consultant:

Richard Fisher Associates
Attention: Richard A. Fisher, ASLA, President
2001 E. First Street, Suite 160
Santa Ana, California 92705
Telephone: (714) 245-9270

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

 DON SEDGWICK,
 Mayor

ATTEST:

(SEAL)

 MELISSA AU-YEUNG,
 Assistant to the City Manager/ City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONSULTANT”
Richard Fisher Associates, a California
 corporation

By: 
 RICHARD A. FISHER, ASLA
 President

By: 
 TAYLOR SMITH,
 Secretary

EXHIBIT “A”**CONSULTANT’S PROPOSAL/ SCOPE OF WORK****DATED: SEPTEMBER 19, 2019**

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

Proposal For

City of Laguna Hills On- Call Landscape Architecture Services



September 19, 2019

by



Richard Fisher Associates
a California S-Corporation

Richard A. Fisher, ASLA, Principal
2001 E. First Street, Suite 160
Santa Ana, CA 92705
(714) 245-9270
rfisher@rfaland.com



September 19, 2019

Kenneth H. Rosenfield, Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

RE: PROPOSAL FOR ON-CALL LANDSCAPE ARCHITECTURE SERVICES

Dear Ken:

Richard Fisher Associates (RFA) is pleased to submit the following Proposal for On-Call Landscape Architecture Support Services for the **City of Laguna Hills**. This Proposal is presented in response to the Request for Proposal dated August 19, 2019, and shall remain in full force and effect for 90 days.

As you are aware, the **RFA** team has built its award-winning Landscape Architectural firm over the past 40 years by providing Municipalities with Professional Landscape Architectural consulting services and project administration for parks and recreation facilities design, streetscape design, trails design, master planning/design, plan checking and development guidelines, water conservation programs, construction support, and special advisory services. We are very pleased that for the past 27 years we have had the great pleasure of providing these professional services for the **City of Laguna Hills**.

One of the primary goals of the consultant selection process is to select Consulting Teams who can work closely with City Staff to assure the highly successful completion of specific projects and services. We herein offer **RFA's** exceptional level of commitment to you and the **City of Laguna Hills** to continue to provide consulting expertise in Parks, Streetscapes, CIP budget support, and other small projects requiring our area of expertise. With the experience we have gained in serving **Laguna Hills** since its incorporation, we believe that **RFA** can continue to be a strong asset to the City as one of the selected consultants. With our familiarity with the facilities offered to the community, the methodologies used by the City in providing these supporting professional services, being well known by the Parks and Recreation Commission and City Council members, and having easy access to previously prepared Plans and Specifications for virtually every park in the City, we believe continuous services from **RFA** will be a strong advantage to attaining the related goals within your Department over the next 5 year period.

Thank you for the opportunity to state our interest in continuing to serve the City and to submit this Proposal. We submit this Proposal with great enthusiasm and a high level of confidence that we can continue to provide a well-balanced team of Landscape Design Professionals with an exceptional level of experience in serving the **City of Laguna Hills** for On-Call Landscape Architectural Services.

Respectfully,

RICHARD FISHER ASSOCIATES

A handwritten signature in black ink, appearing to read "Richard A. Fisher".

Richard A. Fisher, President
Registered Landscape Architect No.1429

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Company Data

Richard Fisher Associates is an award-winning, full-service Landscape Architecture firm located in Orange County. In the past four decades of practice, we value our track record of repeat work for Municipality Clients and believe it speaks not only to our commitment to design excellence, but also to our strong service orientation. Several of our client relationships encompass the full **40 years** our team has been providing Landscape Architectural Services.

History

1979 Richard A. Fisher established the Landscape Architectural Division of the multi-disciplinary firm BSI Consultants Inc. / Berryman Henigar

1998 Richard A. Fisher purchased the Landscape Architectural Division from Berryman Henigar (now Bureau Veritas) to create **Richard Fisher Associates**

Our firm began as the Landscape Architectural Division of a multi-disciplinary design firm and in January 1998, Richard Fisher broke away to form **Richard Fisher Associates**. This created an opportunity for better quality control of all design services, and the ability for complete independence to develop business relationships knowing that all services being provided meet the professional standards that Richard sets for himself and the firm.

Firm Location & Primary Contact

Richard A. Fisher, ASLA

Richard Fisher Associates

2001 East First Street, Suite 160

Santa Ana, California 92705

T: 714.245.9270 / F: 714.245.9275

rfisher@rfaland.com

Firm Profile / Certifications

Richard Fisher Associates, a California S-Corporation
FEIN 04-3590791

CA Small Business (micro) Enterprise (SBE)

CA Small Business - Purpose of Public Works (SB-PW)

Firm Ownership / Interests

Richard A. Fisher, ASLA – 80%

Taylor Smith – 10%

RFA is not owned by any other business organization

RFA does not have financial interest in any other lines of business

Litigation / Termination / Failures

RFA prides itself on developing & maintaining healthy relationships with all of its clients. In its 40 years of business history, the **RFA** team has not had any failures or refusals to complete a contract, nor has a contract ever been terminated. In addition, there are no alleged prior, or ongoing, civil or criminal litigation or investigations against **RFA**.

Experience

- Over 40 years of Public Agency experience
- 207 Community/Neighborhood Park Projects
- 133 Streetscape / Infrastructure Projects
- 11 Trails Projects
- 9 Agency-Wide Parks Master Plans
- On-Call Landscape Architectural Design Services for 18 Public Agencies
- 136 Public Agency Clients Served

Awards

- ASCE Road & Highway Project of the Year
 - o La Paz Road – Interstate 5, Laguna Hills
- CAPRCBM Project of the Year
 - o Courtney's Sandcastle, San Clemente
- CPRS Awards of Excellence
 - o Courtney's Sandcastle, San Clemente
 - o Camp Little Bear Park, Bell
 - o Travis Ranch Park, Yorba Linda
 - o Cabot Park, Laguna Hills
 - o Oso Viejo Community Park, Mission Viejo
- AIA Design Award - Veteran's Park, Bell

Our long-term clients include:

- City of Yorba Linda (40 yrs)
 - o 15 parks / 11 streetscapes
- City of San Clemente (37 yrs)
 - o 5 parks / 3 streetscapes
- City of Mission Viejo (33 yrs)
 - o 11 parks / 7 streetscapes
- City of Laguna Hills (28 yrs)
 - o 15 parks / 17 streetscapes

Insurance

Workers' Compensation - \$1,000,000 / accident

General Liability - \$2,000,000 / occurrence & \$4,000,000 general aggregate

Professional Liability - \$2,000,000 / claim

Auto Liability - \$1,000,000 / accident

QUALIFICATIONS

Richard Fisher Associates is a Landscape Architectural and Project Management Services firm dedicated wholly to the Municipality Agency clientele, with 207 Community and Neighborhood Park projects, 133 Streetscape projects, 11 trails projects, a Water Efficiency Landscape Ordinance, 8 Landscape Development Guideline Manuals and 9 Streetscape Design Standards / Guideline Manuals and 9 Agency-wide Master Plans for 136 Public Agency Clients in its 40 year history. **Richard Fisher Associates** has also acted as Consulting City Landscape Architect for 18 Public Agency Clients, as well as provided Plan Checking service to over 30 Public Agency Clients. In one case, these services have been provided for the full 40 years Richard Fisher has offered his services.

Richard Fisher Associates is unique in the Landscape Industry in that we believe we are the only Design Studio dedicated solely to Municipal and Governmental Agency clientele. **RFA** was founded on the philosophy that a Municipality is not only the Client, but also an equal contributing member of the Team and the design process. With **RFA's** experience in working with a selected assembly of sub-consulting firms, all of whom share the quality control goals of **RFA**, the firm is pleased to offer a well-rounded design and consulting expertise for projects such as those to be designed within this potential contract window in the **City of Laguna Hills**.

RFA has a long history of excellence in project implementation. We are committed to the challenges of green design – both as stewards of the land and knowing that every challenge makes us stronger and more versatile. We encourage active involvement in the design and maintenance of healthy environments of a project, designing in ways which promote long term vitality of people and places.

RELATED EXPERIENCE

Richard Fisher Associates has served as an On-Call Consulting Landscape Architect to 18 Public Agency clients. Our services with these public agencies have included some or all of the following:

- **Parks** - **RFA** is currently providing Landscape Design Services to the City of Laguna Niguel for Chapparosa, La Plata, and Marina Hills Parks. For the past 27 years, **RFA** has managed the development and renovations of 14 neighborhood level parks throughout the City of Laguna Hills, including the recent renovations to Stockport Park and Cabot Park. In the City of Yorba Linda, Richard Fisher has been the Project Manager, or Principal-in-Charge, for the design and development of 15 Community or Neighborhood Parks! In the City of San Dimas, **RFA** just fulfilled a contract for Design and Construction Support Services for the Marchant Park renovation project that included ADA compliance, renovation and expansion of the Recreation Building, replacement of the substandard restroom building with a fully-accessible pre-fab restroom building, playground renovation and updating various other park elements. Recent On-Call services for the City of Downey include the renovation of Treasure Island Park Improvement Project, turning a previous local street segment into a beautiful neighborhood passive park. In the City of Long Beach, **RFA** recently provided design services for *Wrigley Greenbelt*, the Master Plan Design for the *P.E. Right-of-Way Greenbelt* and Conceptual Plans for the *North Long Beach SCE Park* project.
- **Streetscapes** - In the cities of Laguna Hills, Lynwood, Downey, La Mirada, Temple City, West Hollywood, Lake Forest, Mission Viejo, Yorba Linda and San Clemente, **RFA** has completed or is in the design phase of median and parkway streetscapes and entry monumentation improvements along major arterials and collector streets. This includes: the initial Master Planning and design of the improvements for staff, community, and Commission and/or City Council approvals; Construction Plans and Specifications leading to public bidding of the projects; and Construction Observation services during construction.



- **Open Space & Hiking Trails** - In Laguna Hills, **RFA** recently provided design services to expand the City's Open Space and Hiking Trail network. The specific goal is to provide important connections of trails within the City and links to trails in adjacent cities to better serve residents in the most effective manner possible. **RFA** also designed the Oso Parkway Open Space and Trail project of 1.25 miles. In the City of San Clemente, **RFA** represented the staff and worked with the County of Orange in the development of major regional hiking trails through the open space corridors of the City. In addition, **RFA** managed the design and development of local hiking trails (to be owned & maintained by the City) that connect to the regional trails. Upon completion, these trail improvements added nearly 30 miles of additional trails.
 
- **Grant Application Support** – On numerous occasions, **RFA** has provided grant application support to its municipal clientele. These services have run the gauntlet from simple proposed-project descriptions to Conceptual Designs and Preliminary Costs, to full preparation of the client's Grant Application document. We know how to write proposed-project descriptions which address how the project will achieve the funding source's goals.
- **Development Review and Landscape Plan Checking** - **RFA** provides a well-proven program in providing complete detailed Landscape Architectural Plan Checking services. Plan Check services are performed under the direct supervision of a licensed Landscape Architect and are actively managed to allow a quick turnaround for the client. These services typically include technical plan checking for compliance with local agency requirements, adopted Water Conservation Ordinance requirements, readability, and sensitivity to site-specific Conditions of Approval. The focused plan checking includes a critical review that the project meets the goals of maximizing public safety and welfare, can be constructed within a reasonable time period, and that the landscape can be maintained long-term in strong support of the use of the site.
- **Field Inspections & Construction Management** - **RFA** provides Landscape Inspection and Construction Observation Services for private developments and public CIP projects for many of our public clients. The firm also provides CIP estimating for CIP budgeting; presentations on Landscape Architectural issues to Parks & Recreation Commissions, Planning Commissions and City Councils; and CIP Project Management Services from the planning, design process, and throughout construction on City projects.
- **Water Efficiency Ordinance Compliance** – **Richard Fisher Associates** has, for many years, complimented its in-house team with the inclusion of the leading Irrigation Consultant in the Western Region, David Pagano of *dd Pagano, Inc.* David has provided our clients with the absolute best irrigation design services available regionally, and assisted many public and private clients with long-term water conservation programs and agency-wide water management systems. In addition, because Dave served on the Orange County Water Conservation Task Force and assisted in writing the ordinance for the County of Orange and the Orange County League of Cities' Assembly Bill 1881, he has exceptional knowledge and abilities to review and approve the proper documentation for compliance with AB 1881.
 

QUALITY & SUSTAINABILITY OF DESIGN

With nearly 95% of **Richard Fisher Associates** design work being projects whose construction process is awarded through the Public Bid Process, **RFA** is very pleased about the thoroughness of the firm's Plans & Specifications. **RFA's** body of work represents highly coordinated components between various disciplines, with a history of consistently completing projects requiring only minor or no Change Orders during construction, unless, of course, the client decides to expand or alter the project once under development.

For all design services that are a part of the Contractual Landscape Architect assignment, the completed Plans & Specifications submitted by **RFA** for agency staff review will have already gone through an internal Plan Check process by the firm's Plan Check staff, (an independent "second set of eyes") prior to submittal. This will be both a savings in your staff time required for the project and a boost to keep the project on schedule.

Richard Fisher Associates is confident you will continue to find that the firm's creative design solutions successfully address any financial and maintenance restrictions the **City of Laguna Hills** may have. **RFA's** years of public agency work have made it exceptionally aware of the limited resources available to design, build, and maintain facilities to the level of appearance and service the public expects to receive. And with the complimenting emphasis on drought responsive landscape plantings and state-of-the-art irrigation systems which easily comply with the water efficiency ordinances, there can be an expected additional long-term savings on water usage and required landscape maintenance services.

As a significant amount of our recent park planning and design work has centered around the renovation and rehabilitation of existing neighborhood and community parks, we find a continuing focus of our professional staff directed towards new elements which encourage positive lifestyles, wholesome recreational activities which build upon team work, and the enhancement of public park areas in numerous ways to make them a safer environment for the community. **RFA** continually provides leadership in researching and developing plans for state-of-the-art designs of playground equipment, fully-accessible amenities and recreational improvements, sophisticated irrigation delivery systems, and both water-responsive and maintenance-responsive landscape planting schemes.

REPUTATION FOR EXCELLENCE

With its long history of public sector work, you can rely on **Richard Fisher Associates** to perform effectively and efficiently on any project assigned to our firm. Our seasoned professionals have what it takes to lead your project from conception through design to construction implementation. We have numerous other municipal clients that agree with this statement.

As just one example of the industry-wide respect gained by the firm, Principal, Richard Fisher, was invited and participated in a 3-day personal workshop with the owner and key designers of the largest play equipment manufacturer in the US. Richard was selected because of his extensive experience in public park playgrounds. The workshop culminated in specific custom design features, as well as improving accessibility and safety features, which the manufacturer now utilizes in their daily production practices.

In addition, Richard has had multiple assignments with municipal clients where in-house staff has limited or no experience in managing design and construction. These clients enlisted Richard's knowledge and expertise in managing the conceptual design, construction document preparations, and oversight of the construction management phase of various municipal projects. One such project was for the El Toro Water District who was looking to create a drought-friendly demonstration garden. It is because of our firm's reputation that **RFA** was sought out specifically to assist this public agency with their project. The main objective of this project was to promote and educate the public on efficient outdoor water use and demonstrate a variety of California Friendly and drought tolerant plants in the local service area. An additional benefit of the garden includes attracting essential wildlife like hummingbirds, butterflies, bees, insects and local birds.



Yet a third example is the selection of **Richard Fisher Associates** by a Los Angeles County municipality to prepare conceptual designs and construction documents for a major park renovation project. The veteran Parks & Recreation Director, having never been in charge of a renovation project, approached **RFA** because she was convinced we could mentor her and provide high quality professional assistance to her to lead this project through the successful design and construction phases. The project just had its Grand Re-Opening and exceeded the community's expectations, as well as receiving the City management's recognition of a job well done, voiced by both the P&R Director and City Manager.

COMPARABLE ON-CALL LANDSCAPE ARCHITECTURAL SERVICES CONTRACTS

City of Yorba Linda

Contract Renewed: 7/1/19 (1 Year Extension)
Initial Contract Date: 1979

City of Laguna Hills

Contract Renewed: 7/1/14 (5 Year Term)
Initial Contract Date: 1991

City of Chino Hills

Contract Renewed: 6/3/19 (1 Year Extension)
Initial Contract Date: 2013

City of Lakewood

Contract Renewed: 7/1/19 (1 Year Extension)
Initial Contract Date: 6/27/17

City of Mission Viejo

Contract Renewed: 6/26/18 (2 Year Term)
Initial Contract Date: 1985

City of Long Beach

Contract Renewed: 7/1/19 (1 Year Extension)
Initial Contract Date: 2011

City of Aliso Viejo

Initial Contract Date: 5/17/17 (3 Year Term)

EXAMPLES OF ON-CALL CONTRACT WORK

The following are related projects performed for the above listed on-call clients:

1. CITY OF YORBA LINDA

Phil Paxton Equestrian Center & El Cajon Trail Improvements (Phase I & II)

Client: City of Yorba Linda, CA
Brad Skeen – Facilities Manager
(714) 961-7160

Budget: Project Value (Ph I/II) - \$412,620 / \$398,584
Design Contract (Ph I/II) - \$72,275 / \$67,895

Schedule: Design (Ph I): Mar 2008 – Apr 2009
Construction (Ph I): Sep 2009 – Dec 2010
Design (Ph II): Oct 2018 – Jun 2019
Construction (Ph II): Est. Nov 2019



Description: Phase I: 5-mile multi-use trail system, connecting schools, retail centers, parks and community recreation centers, and neighborhoods. The project received new landscape improvements, traffic-controlling equestrian fencing for public street crossing protection and equestrian / pedestrian / bicyclist separations, and way-finding signage. At the east end of the trail, the public equestrian center received new alignments for connecting trails, reducing visual disruption of equestrian training activities.

Phase II: The expansion of Small Arena No. 2, from the existing size of 60' X 125' to a 75' X 150' arena; the modification of the existing horseshoe-shaped 10' wide trail from the lower dirt parking lot to the upper paved parking lot to now accommodate vehicles with horse trailers as a 28' wide paved ramp; and the widening of both the East access driveway and the West access driveway.

Vista del Verde I Park (Phase I, II & III)

Client: City of Yorba Linda, CA
Brad Skeene, Parks & Facilities Manager
(714) 961-7160

Budget: Project Value: \$1,490,230
Design Contract: \$122,406

Schedule: Master Plan: July 2003
Design (Ph I & II): Oct 2003 – Oct 2008
Construction (Ph I & II): July 2005 - Mar 2006
Design (Ph III): Jan 2016 – Mar 2016
Construction (Ph III): Feb – Jun 2017

Design Team: Richard Fisher, Project Manager
Jim Collison, Associate/Senior Designer



Description: Professional Design Services for this elementary school-adjacent 5-acre community park were provided in two phases. Amenities now include: Picnic Areas; Playground Equipment Area; Pre-fabricated Restroom / Picnic Shelter Facility; Soccer Field; Football Field; Sports Lighting; and a 98-space Parking Lot. **RFA** services included Preliminary Site Evaluation; Attending meetings with City Staff; Development of a Concept Plan; Presentation of Concept Plan at Community Meetings; Refinement of the Concept Plan into a detailed Master Plan; Preparation of Preliminary Estimates of Probable Construction Costs; Presentation of final MP to P & R Commission and City Council; Preparation of Construction Documents; and Construction Observation.

SAVI Ranch Parkway Medians

Client: City of Yorba Linda, CA
Michael Wolfe, Former Director of Public Works / City Engineer
(714) 961-7170

Budget: Project Value: \$342,000
Design Contract: \$17,900

Schedule: Design: Oct 2015
Construction: Feb 2016 – May 2016

Design Team: Richard Fisher, Project Manager
Jim Collison, Associate / Designer
Dave Pagano, Irrigation Consultant



Description: Landscape Design for Water Efficiency Pilot Program to be used on medians throughout the City. Design includes the recommend drought-tolerant plant materials for the LMAD Transition Plan.

2. CITY OF MISSION VIEJO

Christopher Park

Client: City of Mission Viejo, CA
Keith Rattay, Deputy City Manager / Dir. of Public Services
(949) 470-3095

Budget: Project Value - \$358,842
Design Contract - \$39,125

Schedule: Design: Jan – Jun 2019
Construction: Est. Nov 2019

Design Team: Richard Fisher, Project Manager
Jim Collison, Associate / Designer
Dave Pagano, Irrigation Consultant



Description: The complete renovation of the 2-5 and 5-12 playgrounds for this neighborhood park commenced with the preparation of Schematic Designs, followed by the Preliminary Concept Plan for Parks & Recreation Commission and City council comments and directions. This was followed by the development of complete Construction Documents for public bidding. The new playground design added adult observation seating, new creative play activities, safety surfacing, and a drainage system which terminates in a landscaped bioswale area.

3. CITY OF LAGUNA HILLS

Oakbrook Village Plan Check / Inspection Services

Client: City of Laguna Hills
David Chantarangsu, Community Development Director
24035 El Toro Rd., Laguna Hills CA 92653
(949) 707-2675

Contract Value: Time & Materials - \$15,069.49

Schedule: Plan Check: Feb 2014 – Jul 2014
Inspection: Mar 2016 – Oct 2016

Team: Richard Fisher, Plan Check / Inspection

Description: Provided detailed Landscape Plan Checking of parking lot and multi-family development's landscape improvements, and provided Landscape Inspection Services for confirmation of compliance with the approved Landscape Plans.

Client: City of Laguna Hills
Ken Rosenfield, Assistant City Manager / Public Services Director
(949) 707-2655

Laguna Hills Community Center & Sports Complex – Softball Field Improvements

Budget: Project Value - \$1,400,000
Design Contract - \$47,305

Schedule: Design: Sep 2014 – Mar 2015
Construction: May 2015 – Aug 2015

Design Team: Richard Fisher, Project Manager
Jim Collison, Associate / Designer



Description: Preliminary Design addressed converting this Softball field to a 70' base path synthetic turf field. Supporting improvements included Sportsfield lighting upgrades to new energy-efficient fixtures, first-base and outfield safety netting, outfield wall pads, backstop renovation, improved maintenance vehicle access, the re-use of the turf material elsewhere in the park, and synthetic turf installations at the Civic Center and collector street parkways. Professional Services included Preliminary Design and Cost Analysis, followed by the preparation of Construction Drawings and Specifications. Pending services include Construction Observation.

La Paz Open Space (Phase I)

Budget: Project Value - \$1,076,000
Design Contract - \$139,930
Construction Support - \$59,775

Schedule: Design: Apr 2013 – Jul 2013
Construction: Dec 2013 – Jun 2014

Design Team: Richard Fisher, Project Manager
Jim Collison, Associate / Designer
Dave Pagano, Irrigation Consultant



Description: Conceptual Design to convert this permanent open space corridor (an 8.5 acre first phase segment of a 72 acre corridor) from a neglected Eucalyptus-dominated space into a permanent recreation trail and Habitat Restoration area for passive hiking and nature observation corridor. Following **RFA's** preparation of full plans, specification and estimates, and the completion of construction, the project now offers hiking and jogging trail, equestrian trail component tying into the City-wide trail system, the planting of native Oaks, Sycamores, and drought tolerant California Pepper Trees, with the ground plane now offering California-friendly plantings of natives and natural habitat plantings. As the City seeks funding for additional phases of this project, **RFA** was retained in 2018 to provide services for the preparation of the entire Grant Application for more funding.

4. CITY OF LONG BEACH

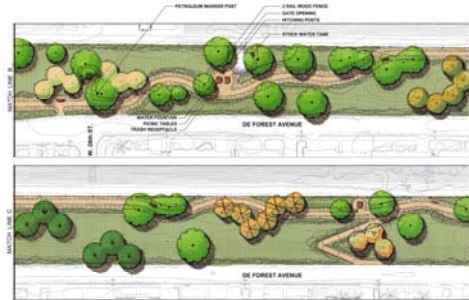
Wrigley Greenbelt

Client: City of Long Beach
Brian Culligan, Senior Program Manager
(714) 616-6284

Budget: Project Value - \$1,900,000
Design Contract - \$166,130

Schedule: Concept: May 2011 - Oct 2011
Design: Nov 2011 - June 2012
Design Modifications: Jun – Sep 2018
Construction: TBD

Design Team: Richard Fisher, Project Manager
Jim Collison, Associate / Designer
Dave Pagano, Irrigation Consultant



WRIGLEY GREENBELT
CITY OF LONG BEACH

PRELIMINARY CONCEPT
RICHARD FISHER ASSOCIATES

Description: Conceptual Design of Wrigley Greenbelt was accomplished, with solicitation of community input, to develop a 1-mile greenbelt along the LA River corridor. Upon approval of the Concept Plans, a comprehensive set of Plans and Specifications were then prepared. The project includes an all-weather DG walking trail, equestrian trail rest areas, drought-responsive plantings which mirror the regional guidelines of the LARMP, and state-of-the-art irrigation systems to support the landscape materials. The firm's Professional Services included: Preliminary Site Evaluation; Attend meetings with City Staff; Development of a Concept Plan; Presentation of Concept Plan at Meetings; Refinement of the Concept Plan into a detailed Master Plan; Preparation of Preliminary Estimates of Probable Construction Costs; and Construction Drawings and Documents.

5. CITY OF CHINO HILLS

On-Call Landscape Plan Check & Inspection Services

Client: City of Chino Hills
Kim Zuppiger, Planner
(909) 364-2761

Budget: Villa Borba \$199,090 / Kaiser Permanente \$15,300

Schedule: Sep 2014 – present

Team: Richard Fisher, Project Manager/Plan Check / Inspection

Description: Landscape Plan Check Services of multi-family housing, industrial, mixed-use commercial, apartments and large single family residences. Services include: Detailed Plan Checking of Landscape Architectural Plans for compliance with City design criteria, Tree Preservation Ordinance, and the Water Conservation Ordinance.

6. CITY OF ALISO VIEJO

Client: City of Aliso Viejo
Shaun Pelletier, City Engineer & Director of Public Works
(949) 425-2533

On-Call Landscape Inspection Services

Budget: (Annual) \$53,000

Schedule: May 2017 – present

Team: Richard Fisher, Project Manager/Inspection
Mike Lopez, Landscape Maintenance Inspection
Mitch Johnson, Irrigation Inspection

Description: Landscape Architectural Inspection services, including irrigation and landscape maintenance for the on-going maintenance of City medians and parks projects, as well as improvements and upgrades of various City-owned parks, medians, facilities and other properties.

City Medians Design Services

Budget: Project Value - \$109,824
Design Contract - \$90,500

Schedule: Concept: Dec 2018 – May 2019
Design: June 2019 - Present

Team: Richard Fisher, Project
Manager/Inspection
Jim Collison, Associate / Designer
Bob McHenry, Irrigation Design



CITY MEDIAN CONCEPT PLAN - CONCEPT B

Description: Concept and Construction Documents for City-Maintained Landscaped Medians on (8) existing medians; (4) on Aliso Creek Road and (4) on Pacific Park Drive. Construction Design of the (8) medians is based on a recently-approved “prototype concept design” which our Landscape Architectural team then customized to fit the existing geometric layout of the other (7) City medians.

Key Personnel

Richard Fisher Associates is comprised of a well-balanced team of design professionals with specific “hands-on” experience in providing design services for Capital Improvement Projects relating to Park Development/Rehabilitation, Trails, Public Facilities, and Streetscapes, as well as City Project Management services, Plan Check and Inspection services, and Master Plan preparations.

All **City of Laguna Hills** On-Call Services provided by **RFA** will be managed by Richard Fisher. He will serve as the primary contact with the Public Works Department and will assign and manage **RFA** staff and sub-consultants providing all services under this contract. He will also be the primary professional participating in meetings with City staff, and providing any desired presentations to the public and policymaking bodies. Richard may be reached by phone (714) 245-9270 or email rfisher@rfaland.com.

Richard Fisher will also serve as the Principal Landscape Architect. Richard has a unique background of having 6 ½ years of public agency tenure as a Park Planner and ultimately City Landscape Architect with the Anaheim Parks & Recreation Department. Since then, these past 40 years have been served as a consulting Landscape Architect for Municipalities and Recreation & Parks Districts throughout southern California. In this period, Richard has served as consulting City Landscape Architect to 18 Municipalities. *In the case of one municipal client, that role is in its 40th continuous year of service.* Richard served as the Project Manager, Principal-in-Charge, or Project Landscape Architect for all 207 park projects and 133 streetscape projects successfully completed by **RFA** or its predecessor, BSI Consultants / Berryman & Henigar. A second key service, offered by Richard Fisher, will be providing his leadership in any community input workshops and presentations to any Committees, Commissions, and to the City Council.



We respectfully suggest that the **City of Laguna Hills** may not find another proposing firm which has the combination of the lead Principal having a public agency Landscape Architecture background, which provides the firm with an exceptional understanding of the challenges facing public agency staff; and the firm having the depth of 40 years of continuous public agency consulting services related to parks and recreation facilities and public landscape spaces. This combination is guaranteed to be advantageous to the City in newly-assigned projects.

Jim Collison continues on your consulting design team as Associate / Designer. During his 30 years with our firm, Jim has honed his skills in his design approach to Parks, and other public projects, and is able to offer the City the benefit of his extensive experience. Such attributes include: research of all available reference documentation; verification of existing site improvements, feasibility studies and cost projections; recommendations for bidding alternative work efforts for Contractors while in the competitive bidding phase; and his exceptional focus on the accuracy and completeness of the Plans and Specifications, whether **RFA** designed projects, or plan checking of other firms' work. Jim's high degree of creativity and design sense, balanced by his technical skills, are evident in the execution of both Conceptual Drawings and Construction Documents alike. Jim will lead all design efforts and the preparation of all conceptual drawings and construction documents for the **City of Laguna Hills**.

KEY STAFF MEMBERS' RESPONSIBILITIES

Richard Fisher will serve as Project Manager/Principal Landscape Architect for all projects for the **City of Laguna Hills** and his duties may include:

- Primary contact for all contractual and negotiations procedures
- Primary contact with the related City Department for the project start-up process
- Assign and manage **RFA** staff and sub-consultants providing all services under this contract
- Primary professional participating in meetings with City staff
- Prepare Quality Assurance/Quality Control Plan at project start-up
- Develop and maintain Project Schedule

- Prepare required Existing Conditions Reports (if any)
- Maintain an open line of communication with City staff, **RFA** staff and sub-consultants
- Conduct project meetings with Design Team
- Conduct any presentations for the public input process and/or to all policymaking bodies
- Oversee Conceptual Design and Construction Document Development
- Oversee all Quality Control procedures including internal and cross-discipline plan checking
- Meet with City staff and appropriate entities for design reviews/approvals during all design phases
- Attend mandatory Pre-Bid meeting
- Assist the City in the Bidding process, as needed
- Attend Pre-Construction and Construction meetings
- Oversee the Construction process, including construction observation, responses to RFI's, review of Change Orders and Payment requests, etc.

Jim Collison will serve as Associate/Senior Designer and his duties may include:

- Attend project start-up meetings with Design Team
- Obtain all project-related documents from City
- Conduct and/or oversee all Site Research
- Assist with preparation of required Existing Conditions Reports (if any)
- Lead all design efforts of **RFA** staff and sub-consultants coordination
- Prepare Conceptual Design and Preliminary Cost Estimates
- Prepare and oversee all Construction Document Development
- Attend Project meetings with Design Team
- Assist the City in the Bidding process, as needed
- Assist in Construction Support Services, as needed

SUB-CONSULTANTS

Richard Fisher Associates believes in the concept of team planning and the need for individuals or firms that have recognized expertise in each area of concern within a specific project. As such, additional input and expertise will be furnished by sub-consulting firms to match the design expertise needed for each specific park project awarded to **RFA**. *Please note that every Sub-Consultant has been involved in other municipal projects with our firm.*

As **Richard Fisher Associates** routinely serves our municipal clients with a multi-disciplinary design team, we submit this Proposal with established, healthy relationships with the following disciplines available:

- Irrigation Design – d.d. Pagano, Inc.
- Landscape Maintenance & Operations – Mike Lopez
- Irrigation / Water Quality Inspections – Water Right Design

Irrigation Consultants: ddPagano, Inc.

Irrigation Consultants *d.d. Pagano, Inc. (ddP)* is owned and operated by David D. Pagano. Mr. Pagano has nearly 50 years of experience as an irrigation consultant, designing and supervising the installation of landscape irrigation systems for parks, public works projects, schools, industrial, commercial, erosion control, theme parks, and residential properties with designs often including the use of reclaimed water.

ddP has also provided Landscape Water Conservation Studies on several real world sites, while Dave has completed his role as an appointee to the Orange County Water Conservation Task Force for review of the State of California Assembly Bill 325, the State of California "Model Water Efficient Landscape Ordinance. As a part of this advisory group, Dave assisted in writing the new ordinance for the County of Orange and the Orange County League of Cities Assembly Bill 1881. Finally, under Dave's leadership, *ddP* has provided comprehensive water management and irrigation system master plans for Disney Theme Parks all over the world.

Landscape Maintenance & Operations Specialist: Mike Lopez

With over 35 years' experience in the municipal park, landscape & facility management profession, Mike has been guiding the evolution of each property he oversees in an environmentally-sensitive and sustainable direction. Not satisfied with the term "maintenance," Mike's philosophy is that "each environment is always in transition, evolving if you will, and never static. Therefore, it is the privilege and responsibility of each property manager to help the property's environments move in the direction of sustainability." Whether it is the municipal stadium, downtown Civic Center's, government/retail/ commercial properties, sports facilities or other park, landscape and building facilities, Mike believes that each component of the properties master plan should serve its purpose with a high degree of efficiency, beauty, and environmental sustainability. Mike's 35 years of public staff tenure include his recent involvement regionally in evaluations of Non-Toxic Integrated Pest Management. Mike is also a registered Landscape Architect.

Irrigation / Water Quality Inspections: Water Right Design

Water Right Design is an irrigation design and consulting firm specializing in commercial, large-scale residential, and recreation facility projects in southern California. Working primarily for landscape architecture firms, WRD also provides infrastructure planning and water ordinance compliance services, such as landscape water use calculations and irrigation scheduling, using custom proprietary software developed in-house. Our 80+ years of combined experience in the landscape and irrigation industries includes design, bidding, estimating, ordering materials, installation, supervising construction, infrastructure planning, landscape architecture, construction observation, teaching, CADD management, and software customization. Water Right Design provides landscape water use calculations and irrigation schedules for compliance with today's complex water conservation ordinances.

STAFF AVAILABILITY & RESPONSIVENESS

Richard Fisher Associates is prepared to make available any staff member who can productively contribute to both the initial effort in defining requested services, as well as providing required on-going areas of Landscape Architectural expertise, on an as-needed basis. Our firm has been structured around our Public Agency clientele in such a way that our resources are fluid and able to shift with our client's needs. We are very familiar with a City's needs to meet deadlines and budgets set by a City's Fiscal calendar. This means that **RFA** is set up to quickly mobilize on new projects for the **City of Laguna Hills**.

Richard A. Fisher, ASLA

Principal Landscape Architect / Project Manager

Professional Summary

Richard Fisher has been immersed in the profession of Landscape Architecture on a wide array of projects since his graduation from The California Polytechnic University in 1968. He has 6 ½ years of public agency experience with the Parks & Recreation Department of the City of Anaheim and over 40 years of experience as a consulting Landscape Architect to numerous public agencies. As president of *Richard Fisher Associates*, he has led the firm in earning a reputation for excellence in the areas of Parks and Recreation Facility Planning, Capital Improvement Projects, Plan Checking and Inspections, and servicing as a Consulting City Project Manager.

Education

Bachelor of Science, Landscape Architecture
– CalPoly, Pomona, 1968
Associates of Art, Ornamental Horticulture
– Modesto Junior College, 1965

Registration

Registered Landscape Architect, CA #1429

Consulting City Landscape Architect

Richard Fisher has served as an On-Call/Consulting Landscape Architect to the following cities:

Long Beach, Yorba Linda, Laguna Hills, San Clemente, Placentia, West Hollywood, Oceanside, Poway, Lake Forest, Laguna Niguel, Fontana, Villa Park, Rancho Mirage, Stanton, Chino Hills, Downey, Laguna Woods, and Mission Viejo.

Relevant Experience

Vista del Verde I Park, City of Yorba Linda, CA. Associate/Senior Designer for the Master Plan design of a new 5 acre neighborhood park, including multiple community outreach meetings / charettes. The design team created two alternative Concept Plans, and ultimately refined the preferred plan. Construction Document preparations are pending.

Marchant Park, City of San Dimas, CA. Principal Landscape Architect / Project Manager for the development of Construction Documents for the reconstruction of the parks core recreation center and park-wide renovation and improvements to accommodate less-costly maintenance and to achieve ADA compliance within a 9.11 acre community park.

Courtney's Sandcastle, City of San Clemente, CA. Principal Landscape Architect / Project Manager for the Preliminary Design of Courtney's Sandcastle, a fully handicapped accessible 20,750 SF Community Park with a Universally Accessible Playground, Water Features, Themed Tot Lot and 5-12 yr. Playground.

Box Canyon Park, City of Yorba Linda, CA. Principal Landscape Architect / Project Manager for the design and replacement of the multi-age playground with themed all-accessible equipment; a new modular restroom building, area walkways, and landscaping all areas destroyed in the Freeway Complex Fire Event.

Costeau Park, City of Laguna Hills, CA. Principal Landscape Architect / Project Manager for upgrades to the 3.4 acres park, including 2-5 age / 5-12 age playground, resilient surfacing, softball field, basketball court, picnic facilities, park walkway system, and general park landscape and irrigation improvements.

Treasure Island Park, City of Downey, CA. Principal Landscape Architect / Project Manager for the renovation of a 46-year old park to incorporate a themed playground, picnic area, jogging pathways, and drought-responsive landscape plantings. Services also include facilitating meetings with a grass-roots neighborhood committee.

Kraemer Memorial Park, City of Placentia, CA. Principal Landscape Architect / Project Manager for the park playground renovation, addition of basketball and sand volleyball courts, and restroom replacement.

Wrigley Greenbelt, City of Long Beach, CA. Principal Landscape Architect / Project Manager for the Conceptual Design Plans and Construction Documents for a 1-mile long linear park. Encouraged neighborhood involvement in the Preliminary Design phase followed by complete Construction Document preparation.

Jim Collison

Associate / Senior Designer

Professional Summary

Jim Collison is in his 31st year with **Richard Fisher Associates** where he has honed his professional skills in public agency master planning, as well as preparation of construction drawings and cost estimates for a wide variety of projects. His areas of expertise include park design, park rehabilitation, streetscape design, downtown revitalization projects, preparation of design guidelines, and feasibility studies. Jim has served as key designer/assistant Project Manager on numerous projects from award of professional services through to award of construction bids.

Relevant Experience

Christopher Park, City of Mission Viejo, CA. Associate/Senior Designer for the complete renovation of the 2-5 and 5-12 playgrounds for this neighborhood park. Services included: Schematic Designs; Preliminary Concept Plan for Parks & Recreation Commission and City council comments and directions; and Construction Documents. The new playground design added adult observation seating, new creative play activities, safety surfacing, and a drainage system which terminates in a landscaped bioswale area.

Wrigley Greenbelt, City of Long Beach, CA. Associate/Senior Designer for the Conceptual Design Plans and Construction Documents for a 1-mile long linear park. Encouraged neighborhood involvement in the Preliminary Design phase followed by complete Construction Document preparation.

Vista del Verde II Park, City of Yorba Linda, CA. Associate/Senior Designer for the Master Plan design of a new 5 acre neighborhood park, including multiple community outreach meetings / charettes. The design team created two alternative Concept Plans, and ultimately refined the preferred plan. Construction Document preparations are pending.

Costeau Park, City of Laguna Hills, CA. Associate/Senior Designer for upgrades to the 3.4 acres park, including 2-5 age / 5-12 age playground, resilient surfacing, softball field, basketball court, picnic facilities, park walkway system, and general park landscape and irrigation improvements.

Treasure Island Park, City of Downey, CA. Associate/Senior Designer for the renovation of a 46-year old park to incorporate a themed playground, picnic area, jogging pathways, and drought-responsive landscape plantings. Services also include facilitating meetings with a grass-roots neighborhood committee.

Cabot Park, City of Laguna Hills, CA. Associate/Senior Designer for the renovation of the 8 acre park including restroom/concession building, 2-5 year and 5-12 year playgrounds, a baseball field, a softball field, (2) soccer field overlays, an equestrian trail around the perimeter of the park amenities, park walkway system, parking lot and general landscape and irrigation improvements.

Stockport Park, City of Laguna Hills, CA. Associate/Senior Designer for the renovation of the park including designing all-accessible components to be added to existing play equipment areas for 2-5 and 5-12 age groups. Design Documents included upgrading all play surfaces to state-of-the-art resilient surfacing.

Way Finding Signage Program, City of Mission Viejo, CA. Associate/Senior Designer for the development of the Phase I of the City of Mission Viejo Wayfinding Signage Program. Services required included the determination of: (1) which City facilities and amenities should be identified in the wayfinding signage; (2) critical locations for the wayfinding signage; and (3) site specific locations for wayfinding signage.

Education

Bachelor of Science, Landscape Architecture
– CalPoly, Pomona, 1986
Associates of Arts
– Golden West Community College

Affiliations / Involvement

CDBG Neighborhood Representative
Ad Hoc Historical Committee, Anaheim
California Square Neighborhood Association
Anaheim Neighborhood Association (PAC)

d.d. Pagano, Inc., Irrigation Consultants

DAVID D. PAGANO, PRINCIPAL

Mr. Pagano has nearly 50 years of experience as an irrigation consultant designing and supervising the installation of landscape irrigation systems for parks, public works projects, schools, condominiums, industrial, commercial, erosion control and residential properties. The above project designs encompass a wide variety of environmental conditions including heat, cold, wind, terrain, soil conditions, and the use of reclaimed water. Mr. Pagano's experience also includes three years as head estimator for a large irrigation contracting firm. In addition to estimating, other duties included field supervision, material take-offs, as-built drawings and system layout and staking. Additionally, he has six years of service as a sales representative for all of the major lines of sprinkler irrigation equipment, and four years with the City of Anaheim, California, working under the park development coordinator, with the primary duty of designing landscape irrigation systems for the Anaheim Parks system.

RELEVANT EXPERIENCE

Parks and Recreation Related Projects:

- The Orange County Great Park – Irvine, California
- Greystone Park - Beverly Hills, California
- Valley View Park – Yorba Linda, California
- Parque Melinda Swim Park - Rancho Santa Margarita, California
- Centennial Regional Park - Santa Ana, California
- Shoreline Park - Long Beach, California
- Ernie Howlett Park - Rolling Hills Estates, California
- Charles Wilson Park - Torrance, California
- Shadow Oak Park – West Covina, California

Central Computer Control Projects:

- City of Anaheim Central Control Project, Anaheim, California – Rain Master Evolution
- Woodbury, Irvine, California - Rain Bird MAXICOM
- Greystone Park - Beverly Hills, California - Motorola MIR 5000
- Oceanside Community Association (Oceana), Oceanside, California – Rain Master Evolution
- Shady Canyon, Newport Beach, California - Rain Bird MAXICOM
- Quail Hill Planning Area 17, Newport Beach, California - Rain Bird MAXICOM
- Disney California Adventure - Anaheim, California - Rain Bird MAXICOM
- MGM - Disney Studios North Expansion, Orlando, Florida - Rain Bird MAXICOM
- The Community of Rancho Santa Margarita, Orange County, California - Rain Bird MAXICOM
- Rancho Loma Park, Riverside, California - TORO Network 8000

Resort/Theme Park Projects:

- Hong Kong Disneyland – Hong Kong - China
- Bacara Hotel and Resort, Goleta, California
- Disney's Forbidden Mountain - Orlando, Florida
- Legoland Carlsbad- Carlsbad, California
- Disney Animal Kingdom - Orlando, Florida
- Indiana Jones, Disneyland - Anaheim, California
- Epcot Enventions @ Disney World - Orlando, Florida
- MGM - Disney Studios North Expansion - Orlando, Florida
- New Tomorrowland @ Disney World - Orlando, Florida
- Toontown, Disneyland - Anaheim, California
- Lake Promenade at Euro-Disney, Paris, France

AFFILIATIONS:

- American Society of Irrigation Consultants (ASIC) FASIC (Fellow) Past President
- The Irrigation Association
- Landscape Architecture Foundation/Class Fund

Mike Lopez

Parks Maintenance & Operations Specialist

Education / Registration

Masters in Public Administration – Cal State Long Beach
 Bachelor of Science, Landscape Architecture – Cal Poly, Pomona
 Graduate in Public Business Management, City of Santa Ana
 Graduate in Advance Leadership, City of Santa Ana

Credentials

Smart Water Certificate
 Certified Water Auditor
 Certified Irrigation Repair Technician
 Certified Irrigation Installer
 Registered Landscape Architect

Professional Summary

With over 35 years' experience in the park, landscape & facility management profession, Mike has been guiding the evolution of each property he oversees in an environmentally sensitive and sustainable direction. Not satisfied with the term "maintenance," Mike's philosophy is that "each environment is always in transition, evolving if you will, and never static. Therefore, it is the privilege and responsibility of each property manager to help the property's environments move in the direction of sustainability." Whether it is the municipal stadium, downtown Civic Center's, government/retail/ commercial properties, sports facilities or other park, landscape and building facilities, Mike believes that each component of the properties master plan should serve its purpose with a high degree of efficiency, beauty, and environmental sustainability.

EXPERIENCE

- Park Superintendent, City of Santa Ana (22 years)
- Mayor & City Council Assistant
- Senior Park Supervisor, City of Santa Ana
- Valley Crest, Incorporated (formerly Environmental Care)
- Iwanaga Seidel & Associates, Landscape Architecture & Planning
- NUVIS, Landscape Architecture & Planning

LEADERSHIP

- 2002 Professional of the Year Award Presented by the California Association of Commissioners & Board Members affiliated with California Park and Recreation Society
- Past President of California Parks & Recreation Society, Park Operation Section
- Past CPRS District X Park Operation Section Representative
- Former Board Member of National Recreation & Park Association Pacific Southwest Maintenance
- Management School Board of Regents
- Total Quality Service Agency Advisory Team Member
- Total Quality Service Coach and Mentor
- SEIU First Vice President & Negotiations Committee Chair
- City Management Negotiating Team Member
- City & Orange County Civic Center Authority Management Team
- Past Chair of Santa Ana Citywide Emergency Preparedness Committee
- Past YMCA Board Member, Central Orange Coast
- California Park & Recreation Society Member
- Sport Turf Manager's Association Member

Mitchell Johnson

Irrigation / Water Quality Inspector

AREAS OF EXPERIENCE

IRRIGATION DESIGN - Experience in all facets of irrigation design, including planning of potable and recycled water supplies for irrigation; preparation of irrigation system drawings and construction details; and calculation of irrigation system pressure requirements for proper operation.

IRRIGATION SITE OBSERVATION - Experience in on-site irrigation installation observation to comply with irrigation design and client requirements, including submittals, materials installed, conformance to irrigation construction details, performance and coverage, and as-built documentation.

PROFESSIONAL GROUPS

Member and Former Officer of American Society of Irrigation Consultants (ASIC)

WORK EXPERIENCE

WATER RIGHT DESIGN, IRVINE, CA (Sept. 2015 – Present)

Irrigation designer for an irrigation design and consulting firm specializing in commercial, large-scale residential, and recreation facility projects. Working primarily for landscape architecture firms, Water Right Design also provides infrastructure planning and water ordinance compliance services, such as landscape water use calculations and irrigation scheduling using custom proprietary software developed in-house.

D.D. PAGANO, INC., ORANGE, CA (November 2008 – May 2013)

Irrigation designer. Provided irrigation design on an on-call basis dependent on office work load. Projects include Disney in China, Florida, and California, including renovations to California Adventure and Disneyland, as well as projects for landscape architectural firms, companies, municipalities, and The Irvine Company.

ROBERT MITCHELL & ASSOCIATES, INC., LAKE FOREST, CA (December 2004 – March 2008)

Irrigation designer. Under Bob McHenry, provided irrigation design for developer oriented projects for single and multi-family housing, which also included association-maintained parks, streetscapes, slopes, etc.

JOHNSON IRRIGATION, DANA POINT, CA (January 1984 – December 2004)

Sole Proprietor/Owner. Provided irrigation consulting services for a variety of clients, mostly landscape architectural firms, for parks, streetscapes, slopes, building renovations, etc., and performed site observation and documentation for most projects.

CREDENTIALS

1982 – Present California Lifetime Teaching Credential (Ornamental Horticulture)

PROFESSIONAL ACCOMPLISHMENTS

2001-2004 INSTRUCTOR - Irrigation Practices, University of California (UCI), Irvine, CA.

2000-2003 INSTRUCTOR - Irrigation Design, Orange Coast College, Costa Mesa, CA.

1982 NATIONAL PRESIDENT - American Society of Irrigation Consultants (ASIC).

As President, I presided over an ASIC committee for creation of the Irrigation Major at Cal Poly, Pomona.

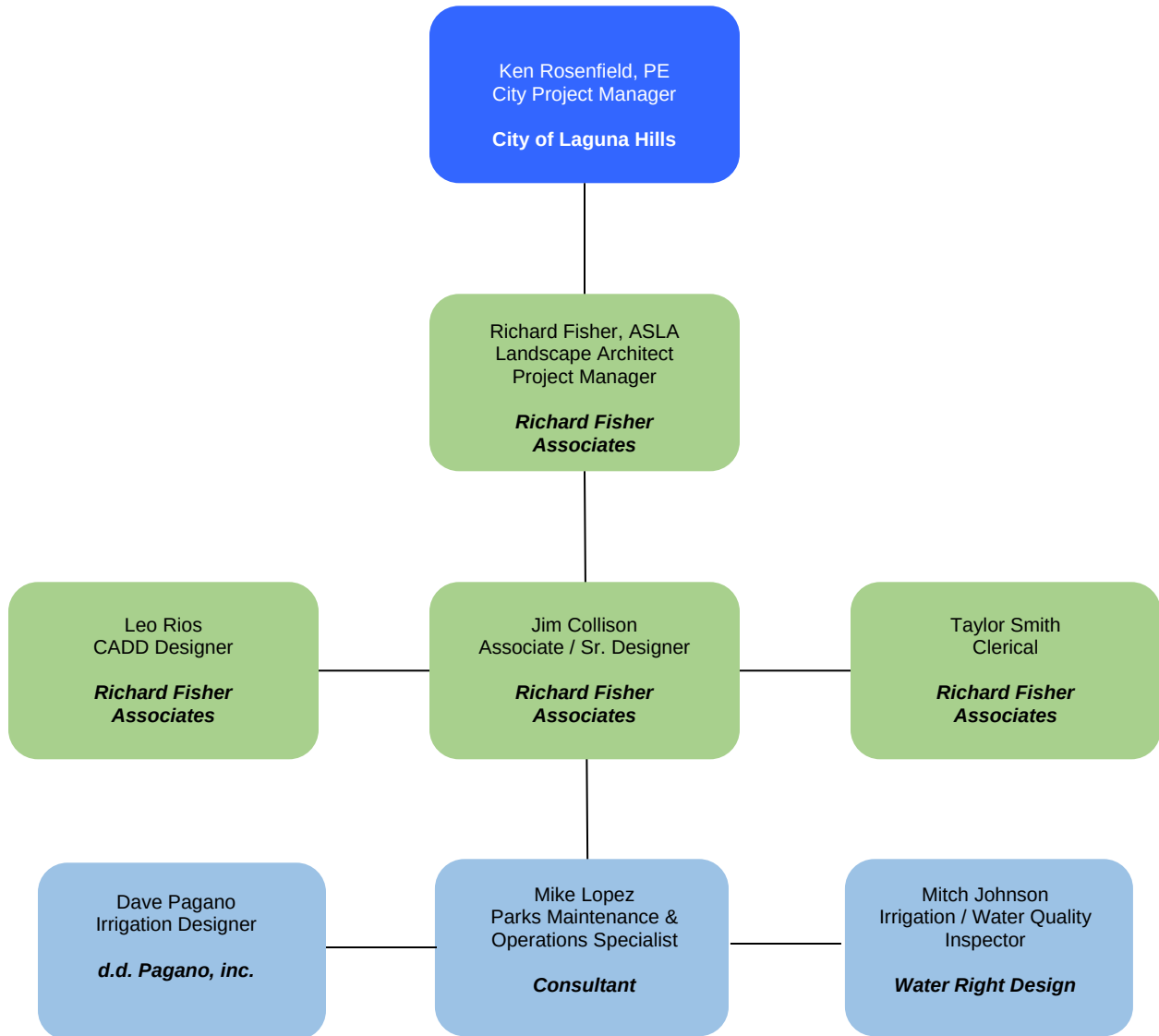
1979-1982 SOUTHERN CALIFORNIA CHAPTER PRESIDENT - American Society of Irrigation Consultants.

1975-2003 INSTRUCTOR - Toro University Irrigation Design Seminars.

EDUCATION

1977 FULLERTON COLLEGE FULLERTON, CA - Associate Arts Degree, Liberal Arts

Organizational Chart



References

1. City of Yorba Linda

4845 Casa Loma, Yorba Linda, CA 92686

David Brantley, Director of Community Development
(714) 961-7134 / dbrantley@yorba-linda.org

On-Call Services for Community Development include: Preliminary Landscape Plan Review, Landscape Plan Check Services, Landscape Inspection Services, Development of Guidelines & Design Standards, and Assistance with Annual Water Efficiency Ordinance Compliance report.

Michael Kudron, Director of Parks & Recreation
(714) 961-7160 / mkudron@yorba-linda.org

On-Call Services for Parks & Recreation include: Landscape Design for Improvement Program projects (including Preliminary Design, Construction Documents preparation, preparation of Estimate of Probable Construction Costs and Construction Observation).

2. City of Mission Viejo

200 Civic Center, Mission Viejo, CA 92691

Keith Rattay, Deputy City Manager/Director of Public Services
(949) 470-3095 / krattay@cityofmissionviejo.org

On-Call Landscape Architectural services to include Landscape & Irrigation Design, Inspection Services, Plan Check Services & Staff Augmentation Services.

3. City of Aliso Viejo

12 Journey, Suite 100, Aliso Viejo, CA 92626

Shaun Pelletier, City Engineer & Director of Public Works
(949) 425-2533 / spelletier@AVCity.org

On-Call Landscape Design services and Landscape Architectural Inspection services, including irrigation and landscape maintenance for the on-going maintenance of City medians and parks projects, as well as improvements and upgrades of various City-owned parks, medians, facilities and other properties.

4. City of Chino Hills

14000 City Center Drive, Chino Hills, CA 91709

Kim Zuppiger - Planner
(909) 364-2761 / kzuppiger@chinohills.org

Landscape Plan Check Services of multi-family housing, industrial, mixed-use commercial, apartments and large single family residences. Services include: Detailed Plan Checking of Landscape Architectural Plans for compliance with City design criteria, Tree Preservation Ordinance, and the Water Conservation Ordinance.

Understanding & Approach

The professionals of the **Richard Fisher Associates** Design Team have been providing consulting services to cities for an impressive length of time, which we're proud to say includes our 28 years for the **City of Laguna Hills**. Even after this extensive time, we continue to look for ways to improve our professional service's design characteristics in such focused areas as long-term durability, ease of maintenance, vandal-resistant design concepts, security and public safety, line-of-sight sensitivity, and avoiding irrigation water within the public streets. We also strive to improve our leadership style by always encouraging on-going dialogue with our client's staff to spring-board off of the knowledge of all public and private team members. Our team feels it understands the key issues that continually challenge the **City of Laguna Hills** in meeting the Public Services Department's facilities and aesthetic improvement area issues, Parks & Recreation facility expectations, and the Planning Department's needs for Landscape Architectural expertise in plan checking of private projects. Because of the understanding we have gained over the lifetime of the **City of Laguna Hills'** cityhood, we believe we are exceptionally positioned to offer a strong commitment to continue to serve the needs of the **City** in a highly professional manner.

UNDERSTANDING

RFA understands the tasks described in the RFP and is prepared to provide the following services to the City:

1. Landscape Architect Services. Richard A. Fisher, ASLA #1429, is a registered Landscape Architect with over 48 years of experience in public agency landscape and irrigation improvements and maintenance operations. Richard will be available on-call to consult with City Staff to address a variety of technical issues including, but not limited to: field reviews, landscape evaluation, irrigation system evaluation, plant material quality reviews, budgeting and conceptual design of potential solutions and costs.
2. Capital Improvement Project Inspection. Between in-house staff and additional sub-consultants, **RFA** will be able to assign an inspector for any of the City's landscape, irrigation or water quality construction inspection needs. All Inspectors within the **RFA** Team are able to offer the **City of Laguna Hills** a minimum of 20 years plus of public agency experience.
3. Plan Check. As indicated in our *Comparable Contracts* portion of the 'Company Data' section, **RFA** is prepared to continue to provide experienced staff to plan check 1) proposed development landscape improvement concept plans for the Community Development Department to assist in conditioning project applications to meet City Code and General Plan requirements (including the Urban Village Specific Plan), 2) landscape improvement construction plans, private or public, and 3) irrigation system designs for conformance with local water conservation requirements and City Code. **RFA** not only excels at providing these services, we are also very familiar with the Urban Village project and its requirements.
4. Landscape Architecture Design Services. **Richard Fisher Associates** will continue to be prepared to provide all levels of Landscape Architectural design services for planting, irrigation/water management, facilities and hardscape studies and/or designs for medians and along streets, city parks and recreation areas, trails, open space, habitat restorations, and universally-accessible playgrounds. As Landscape Architects specializing in providing these services to public agencies, we have the expertise and experience to prepare exciting and creative Conceptual and Preliminary Plans, Master Plans, Estimates of Probable Costs, Construction Drawings and Specifications, public presentation documents (including renderings), and the facilitation of community workshops.
5. Evaluation of the usage of non-synthetic pesticides. Our team of professionals are currently in the process of assisting the City of Also Viejo with their Non-toxic Integrated Pest Management policy. As such, we are very aware of Laguna Hills' efforts regarding the use of non-synthetic pesticides for the control of pests in (2) of the City's parks. **RFA** is prepared to provide assistance to the City staff in reviewing the Contractors quarterly reports and final report of this work effort including at least one field review.

6. Budget Assistance. Both **RFA** team members Richard Fisher and Jim Collison have ample experience with and are prepared to continue to assist City Staff with the Departmental and Capital Improvement biennial budget preparation.
7. Technical Consultation. Through the collaboration of the **RFA Team** and our sub-consultants, we are prepared to assist City Staff with the review and improvement of the City Code requirements for irrigation related water conservation and water quality, the Landscape Maintenance Specifications, the Tree Maintenance Specifications, the Rodent Control Specifications and other similar work efforts.

APPROACH

LANDSCAPE ARCHITECT SERVICES

Richard Fisher Associates is prepared to provide all levels of Landscape Architectural services for planning, designing, and overseeing the construction of Parks, Trails, Streetscapes, Landscape, and other related improvements. In addition, our licensed Landscape Architect will be available to consult with City staff for any technical issue that may arise, on an on-call basis. Such services may include:

- Landscape Assessment: This may include landscape evaluation, irrigation evaluation and/or plant material quality reviews. Either as part of a strategic planning process or in connection with a specific development which will affect the landscape, our Landscape Architect may access and identify areas of opportunity or setbacks that might provide constraints. Alternative options may then be prepared in order to compare assessments and identify what design or materials may allow for the least adverse effects on the landscape or project.
- Planning for City Projects: Developing Park Master Plans, including coordination with public and/or private park users.

CAPITAL IMPROVEMENT PROJECT INSPECTION

RFA will provide Detailed Landscape Inspection Services, as needed, for City or private projects in regards to installation compliance with approved Construction Documents:

- Inspection of Irrigation Improvements
 - Correct depth of coverage of irrigation pipe
 - Pressure testing compliance
 - Coverage tests of all systems
 - Water quality construction
 - (Optional) Controller Chart properly prepared and enclosed in controller cabinet
- Inspection of Plant Materials
 - (Optional) nursery inspection of plant materials
 - On-site inspection of plant materials
 - Placement guidance for all tree planting locations
 - Tree staking inspection
 - Planting operation inspections
 - Confirmation of all plant materials are in compliance with approved Planting Plans
- Inspection of Site Furnishings (Optional)
- Provide notification to the City when all landscape installation work is completed in compliance with the approved Plans

In addition to the actual inspections, our staff are able to provide:

- Interpretation of Construction Documents
- Review of the design integrity of the Plans
- Assist with field reviews for compliance with design intent
- Other construction overview

PLAN CHECK SERVICES

RFA is prepared to provide a diverse range of professional plan overview; from peer review to complete detailed Landscape Architectural plan check services. Peer Review and Plan Check services are performed under the direct supervision of a highly-experienced and licensed Landscape Architect and allow a quick turnaround for the client. These services may focus on the functionality, maintainability, or risk exposure to the City by another consultant's conceptual design. In the provision of technical plan checking, the firm will check for compliance with local agency requirements, adopted Water Conservation Ordinance requirements, readability, and sensitivity to site-specific conditions. Services may include:

Start-Up Services

- Develop Guidelines, Policies and Procedures to be used for Plan Check Services
- Conduct an initial meeting with the appropriate City Department to review the scope of the requested services, determine procedures, methodology, turnaround and logistical procedures, jurisdictional requirements and plan check criteria to be used
- Meet with the Department's Project Manager to review requirements for submittals, criteria used in technical Plan Checking, and the preferred methodology for identification of unique project issues
- Provide checklist and recommendations for making corrections to meet the City's requirements

Preliminary Plan Reviews

- Review of Preliminary Landscape Development Plans to assist the Community Development Department with recommended Special Conditions of Approval for Planning Commission consideration

Technical Plan Checking

- Provide Detailed Plan Checking of Technical Documents for compliance with local Standards and project's adopted Special Conditions of Approval
 - o Initial Submittal:
 - Receive initial submittal from the City via courier services, to include approved Conditions of Approval for the project
 - Upon any fee approvals required from City, process initial Plan Check Submittal (targeted for 10 business day turn-around)
 - Check for readability
 - Check for plan completeness
 - Check for appropriate use of plant material (selection and placement)
 - Spot-checking hydraulic design and coverage adequacy on irrigation plans
 - Check for design compliance with Special Conditions of Approval
 - Request plan review by City Traffic Engineer for questionable line-of-site issues at street intersections (unique requirement)
 - Return red-lined plans and summary Memorandum of correction/clarification list to the City via courier service
 - o Subsequent Submittals:
 - Receive follow-up submittal from the City via courier services
 - Process follow-up Plan Check Submittal (targeted for 1 – 1 ½ -week turn-around)
 - Review Applicant-prepared Cost Estimates for reasonableness and completeness; for potential use as basis for Landscape Improvements bonding
 - If another plan check cycle is required, return red-lined plans and summary Memorandum to the City via courier service
 - If plans are successfully completed, prepare Recommendation for Approval of Landscape Plans
 - Forward recommendation for approval to Community Development Department Project Manager

LANDSCAPE ARCHITECTURE DESIGN SERVICES

For design project assignments, **RFA** will provide Construction Plans, Planting Plans, state-of-the-art Irrigation Plans / Water Management services, as well as related Construction Document components such as those provided by our sub-consulting team firms with expertise in Civil Engineering, Electrical Engineering, Geotechnical, and Architectural design, as well as CEQA document preparations. As Landscape Architects specializing in providing these services to public agencies, we have the expertise and experience to prepare exciting and creative Conceptual and Preliminary Plans, Master Plans, Estimates of Probable Costs, Construction Drawings and Specifications, and public presentation documents, including renderings and the facilitation of community workshops.

Typical Design Services may include: Develop Conceptual & Schematic Design Plans; Park Design schemes, Plant palettes development; Construction, Electrical, Architectural, Planting, and Irrigation Plans, Technical Specifications; and assistance with the development of Project Budgets and/or Project Cost Estimates. Work efforts will include coordination with various City staff, including Building Officials, City Engineer, Utilities, Parks, Recreation & Community Services; and other regulatory agencies as appropriate.

In addition, we are prepared to provide Construction Support services on each of our design projects. These services may include: Facilitate and participate in Pre-Construction, Construction, and Post-Construction meetings, including the preparation of appropriate documents; review, negotiate and approve Contractor Submittals and Change Orders; Prepare Reports, Addenda, and responses to RFI's; Conduct Construction Observations and prepare Punch Lists; and Create As-Built and Record Drawings.

As an example, **Richard Fisher Associates** would be able to provide the following Scope of Services for any potential park design project. We offer this information both to indicate our understanding of what it takes to successfully accomplish a public park project, and the thoroughness of our Professional Services. **RFA's** professional services for a design project could include any or all of the following:

Phase I – Data Collection

- Attend Preliminary Design meeting with City Staff
- Review City-provided documents, including available Improvement Plans for the subject parksite and applicable policies and standard plans of the **City of Laguna Hills**
- Establish contacts with utilities companies and other impacted agencies
- Field review of the project site. Photograph the project site.
- Conduct Topographic Survey to include all existing improvements and visible utility components (optional)
- Development of base sheets for the project
- Preparation of an Existing Conditions Report for the parksite
- Determination of electrical and water Points-of-Connection, if appropriate
- Arrange for Agricultural Suitability and Fertility Tests, if appropriate
- Conduct Geotechnical Investigations, if appropriate

Phase II – Project Administration

- Management of the Project Schedule throughout the life of the project

Phase III – Preliminary Design

- Prepare Conceptual Plans with multiple alternative schemes as appropriate to each project
- Preliminary Estimates of Probable Construction Costs
- Review of Conceptual Plans with City staff
- Presentations of Conceptual Plans to Committees, Commissions and/or the City Council
- Presentations of Conceptual Plans to the public for community input (optional)

Phase IV – Design Development / Construction Documents

- Development of AutoCAD base sheets for the project
- Preparation of Hardscape Landscape & Irrigation Plans and Details
- Preparation of Technical Specifications in Greenbook format
- Preparation of Estimates of Probable Construction Costs
- Performance of internal plan checking of Construction Plans and Specifications
- Submittal of Plans for 95% City staff review
- Plan check revisions per City comments
- Submittal of Final Plans, Specifications and Estimates to City
- Assist with the preparation and submittal of applicable permits (Optional)
- Preparation of CEQA documents appropriate for each park project to attain CEQA compliance (Optional)

Phase IV – Construction Assistance

Depending on the level of involvement preferred by the City, the **RFA** team can provide:

- Assistance to the City with responses to bidding questions, RFI's, and Addenda
- Provide a list of qualified contractors for bidding
- Interpretation of Construction Documents through RFI's
- Review and responses to Submittals / Shop Drawings
- Assist with any Contract Change Orders (Optional)
- Assist with field reviews for compliance with design intent
- Prepare project close-out documents including As-built Drawings, with final Mylar and electronic Record Drawings

EVALUATION OF USAGE OF NON-SYNTHETIC PESTICIDES

As previously stated, we are currently assisting other clients with the issue of their Non-toxic IPM program and is qualified to oversee this program at the City's two local parks. The **RFA** will review the Contractors quarterly reports, conduct field review(s), and confirm that the Final Report reflects all aspects of this pilot program. Our professionals have hands-on field experience and will also be available to give the City additional insight based on their own related experiences in neighboring cities in Orange County.

BUDGET ASSISTANCE

With 40 years of experience providing On-Call services, the staff of **RFA** have ample experience in assisting cities with their budget preparations and reports for Landscape Architecture-related expenditures. In addition, Richard Fisher's 6+ years as an employee of the City of Anaheim provide him insight into the inner workings of a City and all that it takes to put a budget together. As such, **RFA** staff know what data is necessary in order to provide a reasonable and realistic line-item budget number.

TECHNICAL CONSULTATION

RFA staff will review the City existing documents related to ordinances, policies, contracts and specifications and participate in an evaluation of practices in meeting those requirements. Discuss with City staff improvements to better achieve results to meet these requirements. Prepare reports as appropriate.

PROJECT MANAGEMENT

Richard Fisher Associates' founding Principal, Richard Fisher, will continue to provide the lead Landscape Architectural and Project Management Services to the **City of Laguna Hills**. We anticipate our services will continue to require the majority of our projects to have efficient coordination and to work effectively with various local and state agencies. These governing bodies have often included representatives from various departments within the County of Orange, various Southern California cities, Caltrans, various water districts, Southern California Edison, and various school districts. We are confident that our firm can successfully handle and accomplish any Landscape Architectural design project that the **City of Laguna Hills** has to offer to us throughout this next 5-year contract.

PROBLEM SOLVING TECHNIQUES

The effectiveness of problem-solving is highly impacted on both the level of experience of the Design Team and the ability of the Professional Consultant and the City to work together as one cohesive project team. This means early detection of any unique project problems and clear communication of the issues and the availability of alternative solutions are critical.

Richard Fisher Associates brings to the **City of Laguna Hills** the following strengths for dealing with effective resolution of project problems:

- An exceptional level of public works/parks & recreation project experience; having provided these services for over 48 years
- Routinely approach projects' design challenges by using a "thinking-outside-the-box" strategy
- Conducts regularly scheduled meetings to keep both City and Design Team members "on the same page" and knowledgeable of the project's status at all times
- Provide optimum effectiveness in professional services by the establishment and maintenance of a strong positive working relationship with city team members and the sub-consulting team members, all who have worked with **RFA** on numerous other successful projects.
- A proven track record for problem solving and project design resolution.

CITY RESOURCES

As they relate to each individual On-Call assignment, **RFA** may request the following resources, items or City assistance:

- Detailed descriptive Scope on each Task Order
- All related City documents for a project (i.e., City Code requirements, Water Efficiency Ordinance, etc.)
- Existing As-builts for project
- City boilerplate Specifications

ADDITIONAL SERVICES

RFA is also prepared to provide support in manners which are yet to be clearly defined (once under Contract), which offer City Departments a consulting registered Landscape Architect as a staff representative to the community and other City staff and policymakers. Duties could include:

- Preparation of Agenda Reports or Memorandums pertaining to park facilities / landscape issues which are the responsibility of, or concern to the City
- Site reviews and analysis
- Preparation of descriptions of Scope of Work or project definitions for Requests for Proposals
- Assisting with the preparation of landscape-related Grant Applications
- Conducting evaluations of Contract Landscape Maintenance Service issues of concern and making recommendations to resolve such issues
- Participating in and making presentations at public meetings/events
- Pre-Design Services: Feasibility Studies; Site Planning; and Program Verification.
- Bidding Services: Develop Bid Documents; and Provide Assistance with the Bid Process.
- Additional Design Services: The **RFA** Design Team is prepared to also coordinate the preparation and approval of geotechnical and materials investigations and reports; process design approval with other regulatory agencies; storm water design; potable water and non-potable water design; coordinate utility relocations with affected utilities; prepare appropriate environmental documents obtaining project approvals; storm water pollution prevention plans and reports; and the determination and design of ADA Accessibility improvements.

PROJECT CONTROLS

As a professional design firm, **Richard Fisher Associates** routinely is managing from as few as 4 projects to as many as 13 projects' activities in a given month (actual historical data). In order to do this effectively and efficiently, **RFA** will continue to refine the following procedures:

Cost Control Philosophy:

Starting with the initial Design Phase, (City-provided or Consultant-generated) Project Costs will be established as global numbers for each category of proposed construction. As the design progresses through each phase up to and including approval of the Conceptual Design Plans, costs will be updated and will be broadened incrementally by category. Then as the Final Working Drawings are being developed, projected costs will be fine-tuned. We believe the track record of reliable Estimates of Probable Costs for the **City of Laguna Hills** continues to achieve a high level of credibility and is yet another reason to select **RFA** to continue to provide these professional services.

Schedule Control:

One of the tools available to the firm is 'Microsoft Project' scheduling software for individual and firm-wide projects' interactive scheduling. Immediately upon approval of a specific project's Scope of Work, the design team can develop a chronological schedule for the project, and integrate this work into the firm's comprehensive project schedule. The hands-on project management role is equitably divided up so that effective management is never compromised on any project.

Invoicing / Billing Procedures:

Richard Fisher Associates practices a monthly invoicing method which aligns with most public agency City Council calendars. The **City of Laguna Hills** will receive an invoice once a month per project for work performed prior to that month's cut-off date. This allows our clients to identify which services have been performed in any given month as well as helps to insure that the project remains on task and on-budget.

QUALITY CONTROL / QUALITY ASSURANCE

At the onset of each project, drafting standards, sheet title blocks, and specific client design standards will be set. Sub-Consultants will be updated to assure uniformity. Quality Control standards will be fine-tuned as necessary for internal plan checking; concurrently, cross-discipline plan checking will also be undertaken.

Initial Quality Control Procedure: Quality control is initiated at the beginning of the project at which time the fundamental base sheet and topographic data is established and AutoCAD files are created, including all existing curbs, gutters, catch basins, vaults, electrical cabinets, water meters, manholes, street lights, power poles, signs, hand rails or any other element that may be identified to be protected-in-place, demolished, or replaced. Each Professional Discipline will be responsible to ascertain the impacts these site improvements will have on their design detailing. This task will become a Schedule Chart milestone and will be coordinated at a regularly scheduled Team meeting, as well as forwarded to key team members via email immediately upon establishment.

Progressive Quality Control: As the project proceeds from the initial Research Phase through Design Development, all applicable information that affects the bases will be recorded and plotted, then disseminated to each sub-consultant.

Final Document Quality Control: Typically, each Disciplinary Team Consultant will be responsible for their respective Contract Documents and Technical Specifications component. However, each key member of the Design Team will also be responsible to review and comment, and to assure full coordination of applicable design elements. Additionally, **RFA** will conduct internal plan checking on all project documents as a second-pair-of-eyes.

CITY OF LAGUNA HILLS TYPICAL PARK DESIGN SCHEDULE PROJECT SCHEDULE																							
ACTIVITY		WEEKS																					
TASK	PROFESSIONAL DESIGN SERVICES	1	2	3	4	5	6	7	Schedule by City	8	9	10	11	12	13	14	15	16	Schedule by City	17	18-Forward		
PHASE I: DATA COLLECTION																							
1	Preliminary Design Meeting																						
2	Review of City-provided Documents																						
3	Field Review																						
4	Perform Topographic Survey Services for Construction Documents Data																						
5	Develop Basesheets for Concept Plans from Google Aerial Image																						
PHASE II: PROJECT ADMINISTRATION																							
6	Provide Project Status Updates to City Staff																						
7	Manage the Project Schedule																						
PHASE III: PRELIMINARY CONCEPTS PLANS																							
8	Preparation of Preliminary Concepts Plans																						
9	Review Concept Plans w/ City Staff																						
10	Present Concept Plans to Parks & Recreation Commision																						
11	Preparation of Preliminary Estimate of Probable Construction Costs (1 Concept only)																						
12	Present Concept Plans to City Council																						
PHASE IV: CONSTRUCTION DOCUMENTS																							
13	Prepare Construction Document Basesheet																						
14	Prepare Hardscape Planting & Irrigation Plans & Details																						
15	Prepare Technical Specifications																						
16	Prepare Final Estimate of Probable Construction Costs																						
17	Perform Internal Plan Check																						
18	Preparation of Construction Documents for Submittals - 95%																						
	City Plan Check																						
19	Perform Plan Check Corrections																						
20	Preparation of Construction Documents for Submittals - 100%																						
PHASE V: CONSTRUCTION SUPPORT SERVICES																							
21	Provide Bidding Assistance																						
22	Provide Construction Observation / Site Reviews																						
23	Review Submittals and Shop Drawings																						
24	Prepare As-built Plans																						

ACTIVITY KEY:

Richard Fisher Associates Team's Effort



Meeting Event



City Staff Effort



Joint City Staff/ Consultant



Communication Plan

On a daily basis, we work with people who have different opinions, values, beliefs, and needs than our own. **Richard Fisher Associates** is confident that our ability to exchange ideas with others, understand others' perspectives and solve problems has created positive relationships with our clients, sub-consultants and project contractors, resulting in the successful completion of all of our projects.

Finally, because **RFA** has a 40 year history of serving as an On-Call Consulting Landscape Architect, Richard knows how important it is for our client to be able to contact us at any given time with something as simple as a question about a Landscape issue to asking us to stop by City Hall to discuss the best approach to a more far reaching Landscape Architectural issue for the City. Although **RFA** may be currently serving in an On-Call capacity for other municipalities in the area, the **City of Laguna Hills** will not see any negative impacts to the services it requests for **RFA**. This includes commitments to meet agreed upon deadlines for design assignments, attending meetings at City Hall with City Staff and/or citizens of the community, and getting commitments for attendance at Committee, Commission or City Council meetings on our calendar early to avoid conflict with critical dates.



City of Laguna Hills
RFP ON-CALL LANDSCAPE ARCHITECTURE SERVICES

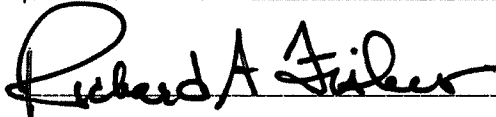
ATTACHMENT 1

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 19 day of September 2019, at Santa Ana, California.



Signature of Authorized Representative
Richard A. Fisher

Name of Authorized Representative

President, Richard Fisher Associates

Title of Authorized Representative

City of Laguna Hills
RFP ON-CALL LANDSCAPE ARCHITECTURE 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: Richard Fisher Associates
Name (Please Print or Type)

By: Richard A. Fisher, President
Consultant's Signature & Title

Date: 9/19/2019

This executed form must be submitted with proposal.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/11/2019

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 ACI Commercial Insurance Broker Inc. 505 E. First St. Tustin, CA 92780 License #: 0642654	CONTACT NAME: Leituina Reyes PHONE (A/C, No, Ext): 714-755-1575 FAX (A/C, No): 714-755-4124 E-MAIL ADDRESS: service@aciinsure.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Co of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER C: Travelers Casualty Insurance Co of America</td> <td>19038</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Co of America	25674	INSURER B: Travelers Indemnity Co of Connecticut	25682	INSURER C: Travelers Casualty Insurance Co of America	19038	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Richard Fisher Associates Taylor Smith 2001 E. First St Suite 160 Santa Ana, CA 92705															

COVERAGES

CERTIFICATE NUMBER: 00000000-85878

REVISION NUMBER: 22

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	Y	9M487365-19	01/03/2019	01/03/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y		BA-9M486983-19	01/03/2019	01/03/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-9M487365-19	01/03/2019	01/03/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof Liability Claims Made			105364679	11/05/2018	11/05/2019	Per Claim 2,000,000 Annual Aggregate 2,000,000

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

RE: ON-CALL PROFESSIONAL SERVICES- CITY OF LAGUNA HILLS, AND ITS OFFICERS AND COUNCIL MEMBERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED AS RESPECTS GENERAL AND HIRED/NON-OWNED AUTO LIABILITY FOR CLAIMS ARISING FROM THE OPERATIONS OF THE NAMED INSURED AS REQUIRED PER WRITTEN CONTRACT OR AGREEMENT.

CERTIFICATE HOLDER

CANCELLATION

CITY OF LAGUNA HILLS
 ATTN: PEGGY JOHNS, CMC, CITY CLERK
 24035 EL TORO ROAD
 LAGUNA HILLS, CA 92653

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

(LLR)

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City of Laguna Hills
RFP ON-CALL LANDSCAPE ARCHITECTURE 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 ON-CALL LANDSCAPE ARCHITECTURE SERVICES

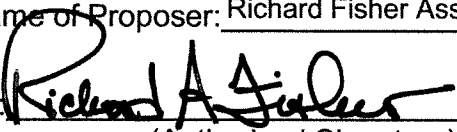
H) The proposal response includes all of the commentary, figures and data required by this Request for Proposal.

I) The proposal shall be valid for 180 days from September 19, 2019.

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 19 day of Sept., 2019, at Santa Ana, California.

Name of Proposer: Richard Fisher Associates

By: 
(Authorized Signature)

Type Name: Richard A. Fisher

Title: President

Date: 9/19/2019

Compensation Proposal For

City of Laguna Hills On- Call Landscape Architecture Services



September 19, 2019

by



Richard Fisher Associates
a California S-Corporation

Richard A. Fisher, ASLA, Principal
2001 E. First Street, Suite 160
Santa Ana, CA 92705
(714) 245-9270
rfisher@rfaland.com

Schedule of Compensation

Professional Fees proposed for any of the Landscape Architectural services, Plan Check or Inspection services will be on a Time & Materials basis. Professional Fees proposed for any Landscape Architectural Design projects will be on a Fixed Fee basis, with the exception of Construction Administration and Preparation of Record Drawings, which will be proposed on a Time & Materials basis. Invoices will be billed to the City once a month.

The following Fee Schedule will be the basis of both forms of Professional Fees:

RICHARD FISHER ASSOCIATES – LANDSCAPE ARCHITECTS

Principal Landscape Architect	\$145.00
Associate / Project Manager	\$110.00
CADD Designer	\$ 85.00
Principal Plan Checker	\$145.00
Plan Checker	\$110.00
Principal Landscape Inspector	\$145.00
Landscape Inspector	\$110.00
Irrigation / Water Quality Inspector	\$135.00
Parks Maintenance & Operations Specialist	\$135.00
Clerical Support	\$ 60.00

REIMBURSABLE EXPENSES

Reimbursable Expenses are in to addition to fees for professional services and are billed at cost plus a 15% processing fee. Reimbursable Expenses may include, but are not limited to:

- A. Reprographics, such as original plots, reports, estimates, photocopying of project-related documents, copies of drawings and presentation quality perspectives.
- B. Postage, shipping and messenger expenses other than first class mail.
- C. Parking and mileage costs for meeting and site visits. The mileage rate will be equivalent to the current IRS Standard Mileage Rates.

SUB-CONSULTANT FEES

Sub-Consultant Fees for professional services are billed at cost plus a 15% processing fee. Use of Sub-Consultants and Rates will be determined at time of award of any particular project. The following is a list of general hourly rates for Sub-Consultant services:

D.D. PAGANO, INC. - IRRIGATION

Irrigation Principal	\$135.00
Irrigation Sr. Designer	\$110.00
Design Staff	\$ 70.00 - \$ 95.00
Clerical Support	\$ 60.00

The following Fee Schedules are estimates for the different types of services that may be provided:

CITY OF LAGUNA HILLS
LANDSCAPE ARCHITECTURE SERVICES FEE PROJECTION

TASK	DESCRIPTION	PRINCIPAL LAND ARCH \$145	ASSOCIATE \$110	AUTOCAD OPERATOR \$85	WORD PROCESSOR \$60	IRRIGATION INSPECTOR \$135	MAINT/OPS INSPECTOR \$135	REIMBURSABLE EXPENSES* T&M	BASIC SERVICES FEES
LANDSCAPE ARCHITECT SERVICES									
A	Field Reviews, Landscape & Irrigation Evaluations and Plant Material Quality Reviews	4				6	6	\$500	\$2,700
B	Budgeting/Conceptual Design of Potential Solutions & Costs	2	2						\$510
SUBTOTAL:		6	2	0	0	6	6	\$500	\$3,210
CAPITAL IMPROVEMENT PROJECT INSPECTION									
C	Landscape / Irrigation / Water Quality / Construction Inspections	110	10			40		\$1,000	\$23,450
SUBTOTAL:		110	10	0	0	40	0	\$1,000	\$23,450
PLAN CHECK SERVICES									
D	Conceptual Landscape Plans Review	12						\$100	\$1,840
E	Landscape Improvement Plans	86						\$100	\$12,570
F	Irrigation Plans					40		\$100	\$5,500
SUBTOTAL:		98	0	0	0	40	0	\$300	\$19,910
LANDSCAPE ARCHITECTURE DESIGN SERVICES									
G-I	*(See Park Design Fees that follows for breakdown)								
SUBTOTAL:		67	125	186	22	\$12,000	0	\$1,500	\$54,095
NON-SYNTHETIC PEST MANAGEMENT									
J	Review Contractor's Quarterly Report						10	\$100	\$1,450
K	Perform Field Review						2	\$100	\$370
L	Review Contractor's Final Report						4	\$100	\$640
SUBTOTAL:		0	0	0	0	0	16	\$300	\$2,460
BUDGET ASSISTANCE									
M	Assist with Departmental and CIP Budgeting	2	6						\$950
SUBTOTAL:		2	6	0	0	0	0	\$0	\$950
TECHNICAL CONSULTATION									
N	Water Conservation / Water Quality Issues	2						\$100	\$390
O	Landscape Maintenance Specifications	3					12	\$200	\$2,255
P	Rodent Control Specifications						3	\$100	\$505
SUBTOTAL:		5	0	0	0	0	15	\$400	\$3,150
TOTAL LABOR:		221	18	0	0	132	28		
ESTIMATED GRAND TOTAL:		\$32,045	\$1,980	\$0	\$0	\$29,820	\$3,780	\$4,000	\$107,225

* Reimbursable Expenses are billed on a Time & Materials basis at cost plus a 15% Administration fee.

CITY OF LAGUNA HILLS TYPICAL PARK DESIGN FEE PROJECTION

TASK	DESCRIPTION	PROJ LAND ARCH \$145	ASSOCIATE \$110	AUTOCAD OPERATOR \$85	WORD PROCESSOR \$60	SUB- CONSULT FEES	BASIC SERVICES FEES
PHASE I: DATA COLLECTION							
1	Preliminary Design Meeting with City staff	2	2				\$510
2	Review of City-provided Documents		2				\$220
3	Field Review		4	4			\$780
4	Conduct Topographic Survey (OPTIONAL)					TBD	TBD
5	Develop Basesheets for Concept Plans from Google Aerial Image		2	8			\$900
PHASE II: PROEJCT ADMINISTRATION							
6	Provide Project Status Updates to City Staff	8			2		\$1,280
7	Manage Project Schedule	4			2		\$700
PHASE III: PRELIMINARY CONCEPT PLANS							
8	Preparation of Preliminary Concept Plans	2	22	34			\$5,600
9	Review Concept Plans w/ City Staff	2	2				\$510
10	Present Concept Plans to Parks & Recreation Commission	2					\$290
11	Prepare Preliminary Estimate of Probable Construction Costs (1 Concept only)		6	2	4		\$1,070
12	Present Preferred Concept Plan to City Council	2					\$290
PRELIMINARY DESIGN SUBTOTAL:		22	40	48	8	\$0	\$12,150
PHASE IV: CONSTRUCTION DOCUMENTS							
13	Prepare Construction Document Basesheet		2	8		TBD	\$900
14	Prepare Hardscape Planting & Irrigation Plans & Details	2	60	112		\$12,000	\$28,410
15	Prepare Technical Specifications	8			6	TBD	\$1,520
16	Prepare Final Estimates of Probable Construction Costs		3	2	3		\$680
17	Perform Internal Plan Check	2					\$290
18	Submit Plans to City for Plan Check	1	1	3	1		\$570
19	Internal / City Plan Check & Revisions	2	2	2	2	TBD	\$800
20	Submit Final CDs to City	1	1	3	1		\$570
CONSTRUCTION DOCUMENTS SUBTOTAL:		16	69	130	13	\$1,200	\$33,740
PHASE V: CONSTRUCTION SUPPORT SERVICES							
21	Provide Bidding Assistance	2	2		1		\$570
22	Provide Construction Observation / Site Reviews	20				TBD	\$2,900
23	Review Submittals & Shop Drawings	6	12				\$2,190
24	Prepare As-Builts	1	2	8			\$1,045
CONSTRUCTION SUPPORT SERVICES SUBTOTAL:		29	16	8	1	0	\$6,705
TOTAL ESTIMATED LABOR HOURS		67	125	186	22	TBD	\$52,595
REIMBRSABLE EXPENSES							
	Reimbursables Expenses*						\$1,500
GRAND TOTAL							\$54,095

* Reimbursable Expenses are at cost plus a 15% Administration fee.

PROFESSIONAL SERVICES AGREEMENT
Van Dyke Landscape Architects, Inc.
(On-Call Landscape Architectural Consulting Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 12th day of November 2019, 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 VAN DYKE LANDSCAPE ARCHITECTS, 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 landscape architectural firm to provide full-service landscape architectural consulting services to City, including but not limited to, consultation by a California registered landscape architect, capital improvement project inspection, plan check of landscape improvement concept plans, design of capital improvement projects including site planning, budgeting, and preparation of plans, specifications, and construction cost estimates, budget preparation, technical consultation, coordination with other professional services utilized by City, as well as other related landscape architectural services, on an as-needed on-call basis ("Project").

B. In response to City's formal Request for Proposals ("RFP"), dated August 19, 2019, Consultant has submitted to City a proposal, dated September 19, 2019, to provide professional landscape architectural consulting services for the Project pursuant to the terms of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, specialized equipment, or technical expertise able to perform the work or services contracted for herein.

D. City desires to retain Consultant to provide such professional landscape architectural 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 landscape architectural consulting services to City for the Project as set forth in the Consultant's Proposal/Scope of Work, dated September 19, 2019, 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 19, 2019 ("Consultant's Proposal") and submitted to City, which are both referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal is attached hereto as Exhibits "A" and is hereby incorporated by reference and made a part of this Agreement. All provisions of this Agreement and the Consultant's Proposal 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 officials, officers, employees, agents and volunteers,

free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. 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 Contractor's Proposal/Scope of Work (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum

Contract Amount or in the Maximum Annual 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, charges, and/or unit prices 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"), which sum shall not exceed One Hundred Thousand Dollars (\$100,000.00) per Fiscal Year during the term of this Agreement (hereinafter referred to as the "Maximum Annual Contract Amount"). Compensation shall be payable according to the fees and at the rates, charges, and/or unit prices set forth in Exhibit "A" attached hereto. 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 Contract Amount shall include the attendance of Contractor at all Project meetings deemed reasonably necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. 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 the effective date of the Agreement through June 30, 2021). 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, 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 November 12, 2019 and ending on June 30, 2024 ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than one additional three (3) year term under the same terms and conditions ("Renewal Option").

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 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 written 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: **Mitch Phillippe, ASLA, 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 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. The policy shall be endorsed to provide the following: Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

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 the extent that such Claims arise out of, pertain to, or are related to the City's sole negligence, active negligence, or willful

misconduct.

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
Facsimile: (949) 707-2633

To Consultant:

Van Dyke Landscape Architects, Inc.
Attention: Mitch Phillippe, ASLA, President
462 Stevens Avenue, Suite 107
Solana Beach, California 92705
Telephone: (619) 294-8484

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

DON SEDGWICK,
Mayor

ATTEST:

(SEAL)

MELISSA AU-YEUNG,
Assistant to the City Manager/ City Clerk

APPROVED AS TO FORM:

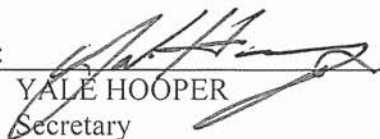
GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"

Van Dyke Landscape Architects, a
California corporation

By: 

MITCH PHILLIPPE, ASLA
President

By: 

YALE HOOPER
Secretary

EXHIBIT “A”**CONSULTANT’S PROPOSAL/ SCOPE OF WORK****DATED: SEPTEMBER 19, 2019**

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

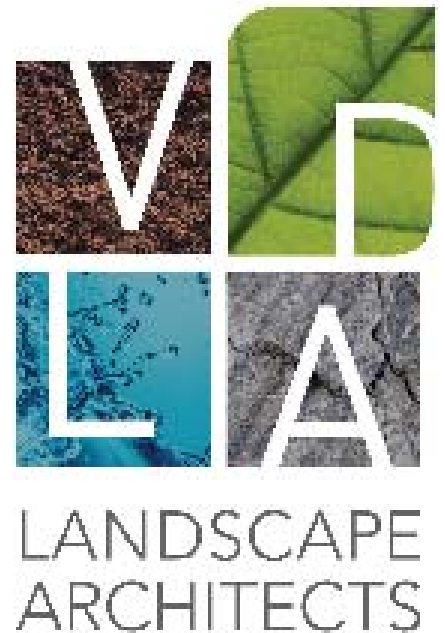
City of Laguna Hills



RFP for On-Call Landscape Architecture Services

September 19, 2019

ORIGINAL



Principal Contact:
Mitch Phillippe, Principal-in-Charge
VDLA Landscape Architects
Tel. 619.294.8484.x14
mitch@vdla.us



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September 19, 2019
 Mr. Kenneth Rosenfield
 City of Laguna Hills
 24035 El Toro Road
 Laguna Hills, CA 92653

Dear Mr. Rosenfield:

We are pleased to submit our qualifications and fee proposal to provide as-needed professional Landscape Architecture services including:

1. Landscape Architect Services
2. Capital Improvement Project Inspection
3. Plan Checks
4. Landscape Architecture Design Services
5. Evaluation of the Usage of Non-Synthetic Pesticides
6. Budget Assistance
7. Technical Consultation

Van Dyke Landscape Architects (VDLA) is a certified small business concern, serving Southern California since 1972. VDLA provides landscape architecture, planning, irrigation design and water management services, graphic communication and community outreach services for public and private clients. VDLA also serves as an experienced technical advisor, providing as-needed consulting design services, outside plan check review, and field inspection services to a variety of public entities, including school districts, the Federal government and military, water districts, and City and County agencies. VDLA has performed as-needed services for the City of Laguna Woods, the Riverside County Transportation and Land Management Agency, City of Jurupa Valley, Eastern Municipal Water District, San Jacinto Unified School District, and San Diego Unified School District, among others.

For other public agency clients, VDLA has provided conceptual designs, construction bid documents, specifications, and construction administration for streetscapes, medians and park projects. We are familiar with multiple agency standards and protocol, including project review, processing and permitting with other departments and agencies, and are experienced in efficient communications with plan permit applicants. VDLA has also developed standard details and specifications for a variety of public entities, as well as quality control tools, standard titleblocks, standardized plan checklists and an automated water budget calculation spreadsheet to ensure accuracy from plan permit applicants.

VDLA has a highly experienced staff of licensed landscape architects (LLA), LEED accredited professionals, certified irrigation designers (CID), certified landscape irrigation auditors (CLIA), Recycled Water Site Supervisors (RWSS) and site inspectors.

VDLA's diverse project experience and staff bring a breadth of knowledge to the table that make us particularly well suited to the scope defined within the subject RFP. Specifically, we are able to approach landscapes from multiple points of view; that of designer, project owner or agency, installing contractor, maintenance contractor and end users. This multi-faceted approach allows us to provide a well-rounded, long-term view of landscapes. For instance, conceptual plan reviews take constructability, longevity and maintenance into account to avoid approving concepts that could prove problematic during final design or after construction. Similarly, inspectors utilize design familiarity to understand project constraints and considerations, and to offer practical solutions to construction challenges. In general, our overall approach and philosophy is business-friendly and focuses on long-term success of landscape projects.



September 19, 2019
 Mr. Kenneth Rosenfield
 City of Laguna Hills
 24035 El Toro Road
 Laguna Hills, CA 92653

Through our experience with other agencies, we have also developed a management approach that has proven to be thorough and efficient. For instance, VDLA has developed multiple organizational tools specifically for plan checks. These include a detailed spreadsheet to log and track the status of any given plan check; checklists for different project types (privately maintained off-site or on-site, agency maintained, landscape concept plans); and a secured water budget calculation spreadsheet for applicant use to ensure consistent application of required standards.

Our firm is familiar with various software programs used, including Bluebeam and PLUS, and we have worked with agencies to develop or provide updates to comprehensive landscape guidelines (which included close review and implementation of the State of California Model Water Efficient Landscape Ordinance). This familiarity means we are able to quickly identify deficiencies and guide customers accordingly.

In order to help further streamline processing of projects, VDLA assigns staff (with backup) to particular administrative tasks such as uploading plans, vetting submittals, approving plans, etc. Additionally, our firm applies in-house quality control measures, with a managing Partner or Associate overseeing and/or back checking work to provide a 'second set of eyes' to ensure we deliver quality work without 're-dos'. Further, overseeing all stages of any given project, our staff are able to quickly and efficiently share information with each other, reducing coordination time or miscommunication.

Because we are familiar with all aspects of the RFP, VDLA does not need time for a 'learning curve'. We have already developed good working relationships with various similar agency personnel and applicants, and can be fully responsive on day one of this contract. Our firm offers sufficient resources and knowledge to fulfill all scopes outlined in the RFP (plan checking, inspections and landscape architectural design services, etc).

We take pride in our depth of knowledge of landscape architecture, including award-winning design projects, and look forward to developing a relationship with the City of Laguna Hills.

Sincerely,

Mitch Phillippe, Principal (authorized to sign contracts for the firm)
 CA LLA #3781, ASLA
 Van Dyke Landscape Architects, Inc.



COMPANY DATA

LEGAL NAME AND ADDRESS OF COMPANY

Van Dyke Landscape Architects, Inc.
462 Stevens Avenue, Suite 107
Solana Beach, CA 92075
(DBA VDLA Landscape Architects)

PERSON TO CONTACT CONCERNING PROPOSAL

Mitch Phillippe, Principal
462 Stevens Avenue, Suite 107
Solana Beach, CA 92075
T: (619) 294-8484 ext. 14
E: mitch@vdl.a.us

LEGAL FORM OF COMPANY

S Corporation, C2852119

FEDERAL EMPLOYEE I.D. NUMBER

71-0997792

Van Dyke Landscape Architects, Inc. is not owned totally or partially by another business organization or individual.

NUMBER OF YEARS IN BUSINESS UNDER PRESENT NAME

13

NUMBER OF YEARS PROVIDING EQUIVALENT SERVICES

48



COMPANY DATA

COMPARABLE CONTRACTS DURING THE LAST 5 YEARS

On-Call Landscape Architectural Services

Client / Agency Name: Riverside County Transportation Land Management Agency,
Start/End Date: 2009-Present

Scope of Work/Description of Services:

VDLA has been retained by Riverside County Transportation and Land Management Agency (RCTLMA) to provide a variety of landscape architectural services, including design services, plan checking, field inspections, code or ordinance updates, standard details and specifications.

Project Manager: Yale Hooper

Developer of Project: County of Riverside

Cost of Construction (if any): N/A

Size of Project: N/A

On-Call Landscape Architectural Services

Client / Agency: Name: City of Jurupa Valley, CA
Start/End Date: 2014-Present

Scope of Work/ Description of Services:

VDLA has been working with the City of Jurupa Valley since 2014, providing a wide range of services including landscape plan checking, landscape site inspections, irrigation water management, central control irrigation management and setup, and landscape design services. Specific tasks include: tree trimming inventory, and point of connection (POC) / Electrical / Water Meter Inventory Maintenance Inspections.

Project Manager: Yale Hooper

Developer of Project: City of Jurupa Valley

Cost of Construction (if any): N/A

Size of Project: N/A



COMPANY DATA

On Call Landscape Architectural Services:

Client / Agency Name: City of Laguna Woods, CA

Start/End Date: 2015-Present

Scope of Work/Description of Services:

VDLA has been providing on-call services to the City, including designs for renovations to existing medians, a new dog park and arborist sub-consultant services.

Project Manager: Denise Armijo

Developer of Project: Laguna Woods

Cost of Construction (if any): N/A

Size of Project: N/A

On Call Landscape Architectural Services

Client / Agency Name: San Jacinto Unified School District

Start/End Date: 2015-2018

Scope of Work/Project Description: VDLA provided services to assess various school sites for opportunities to save irrigation water by reducing un-used or unnecessary turf grass areas. After completing site assessments, VDLA created a concept plan for turf reduction in favor of low-water planting schemes and inert landscape materials such as decomposed granite and boulders. Construction documents were prepared for bidding the improvements for construction.

Project Manager: Brett Allen

Developer of Project: San Jacinto Unified School District

Cost of Construction (if any): N/A

Size of Project: N/A



COMPANY DATA

- Van Dyke Landscape Architects has not failed or refused to complete a contract.
- Yale Hooper owns 100% of the company. Until earlier in 2019, Mitch Phillippe was a partner of the firm, but is transitioning out of ownership via an internal buyout from Yale Hooper. Mr. Hooper has been with the company for 21 years, and has been a partner since 2006. Mr. Phillippe has been with the company for 31 years, and became a partner in 1999. Mr. Phillippe remains as a managing Principal with the company.
- Van Dyke Landscape Architects has no other financial interest in other lines of business.
- Van Dyke Landscape Architects has had one claim within the past five years, as described below:

Veterans Park, Chula Vista, CA

A Tender for Defense and Indemnity was presented to Van Dyke Landscape Architects (VDLA) dated 6/19/2019 from Defendant Balfour Beatty Construction LLC (successor-in-interest to Douglas E. Barnhart, Inc.), regarding a claim by Plaintiff City of Chula Vista. VDLA was the prime landscape architect for Defendant DE Barnhart, who was the Prime Design-Build firm contracted to the City of Chula Vista for the Veterans Park project that was built in 2005. The tendered claim involves faulty construction of a segmental retaining wall (Keystone wall), whereby a 90 degree corner between two segmental walls started to separate and have soil "leak" out of the 90 degree corner. The City is asserting that the statute of limitations does not apply because the City first notified DE Barnhart of these issues prior to 2015. VDLA considers the tender of defense and indemnity unfounded, and our counsel is handling the claim at this time. The VDLA project manager for this project left the firm in 2008.

Our rationale for our position to refuse the tender is as follows:

1. The segmental walls in question were designed by our civil engineering subconsultant as cast-in-place retaining walls that came to a 90 degree corner.
 2. DE Barnhart decided to "value engineer" the cast-in-place walls to segmental walls, and they hired a separate engineering firm outside of VDLA's contract to design the segmental walls.
 3. DE Barnhart also hired the wall subcontractor that built the walls.
 4. The wall details prepared by DE Barnhart's engineer clearly indicate that when the wall turns a corner, there must be a radius of the Keystone block vs. a 90 degree corner.
 5. The subcontractor built the walls incorrectly with a 90 degree corner.
 6. VDLA had nothing to do with these separate contracts by the builder DE Barnhart, therefore we are of the opinion that the claim is unfounded for our involvement. Our counsel is of the same opinion and is proceeding with our defense on this basis.
 7. The claim is not in litigation yet with VDLA, and we are hopeful that our tender is either dropped or that an insignificant settlement is reached. Since we are fully insured we do not have any financial risks beyond a \$10,000 deductible with our professional liability insurance.
- Van Dyke Landscape Architects has not been terminated "for cause" on any contract.



MITCH PHILLIPPE | PRINCIPAL LICENSED LANDSCAPE ARCHITECT



Mr. Phillippe is the Senior Partner with the firm and has over 35 years of project management experience, encompassing streetscapes and circulation planning, public mixed use and institutional projects, civic projects, master planned park and recreation facilities, active and passive parks, linear parks and riparian areas, tot lots, corporate office, educational, resort, hotels, and residential projects. Through this diversity of experience, Mr. Phillippe has become well-versed in communication with client representatives, members of the public, and decision making personnel from government agencies.

EDUCATION:

Bachelor of Science in Landscape Architecture & Environmental Studies Minor, University of Florida 1980

EXPERIENCE

35+ years (31 with VDLA)

REGISTRATIONS:

Licensed Landscape Architect
State of California - #3781
State of Florida - #758

AFFILIATIONS:

American Society of
Landscape Architects
Building Industry Association
Community Associations Institute

CURRENT/PAST CLIENTS:

American Assets Trust
AVRP Architects
Benchmark Pacific
BioMed Realty
City of Coronado
City of Solana Beach
City of Yucaipa
County of San Diego
Ferguson Pape Baldwin Architects
Good & Roberts Builders
HMC Architects
IBI Architects
Ladera Ranch – First Service Residential
Lankford & Associates
Leo Daly Architects
M. Arthur Genlser & Associates
Manuel Oncina Architects
Naval Facilities Engineering Command
(NAVFAC)-SW Division
Niguel Shores HOA

As Principal-in-Charge, his responsibilities include overseeing scope and contract development, research and data collection, time management, concept development and final design, client communications and overall quality control of the firm's design and production efforts. Mr. Phillippe has a special interest in working with streetscapes and other public use areas, parks, plazas, schools and private development projects. Mr. Phillippe has a keen understanding of design needs for creating "people spaces", and is well-versed in hardscape and landscape design detailing. He is knowledgeable in sustainable approaches, urban streetscape technologies, native and drought tolerant plant materials and in water conserving irrigation technology.

Mr. Phillippe has provided design and/or oversight for the following directly relevant projects:

- RCTLMA On-Call Landscape Plan Checking, Inspections & Design Consultation 2009-Present
- City of Jurupa Valley, Jurupa Valley, CA
- City of Laguna Woods, Laguna Woods, CA
- City of Laguna Beach (sub to Psomas), Laguna Beach, CA
- San Diego Unified School District, San Diego CA
- San Jacinto Unified School District, San Jacinto, CA
- RCTLMA On-Call Landscape Plan Checking & Design Consultation, 2007-2009 (Subconsultant to Bureau Veritas)
- Yucaipa Uptown Streetscape Project, Yucaipa, CA
- Hidden Meadow Community Development, Riverside County, CA
- Rancho California Rd / Anza Rd. Roundabout, Temecula, CA
- Van Buren Streetscape Assessment, Riverside, CA
- Mahogany Hills Community Development, Riverside, CA
- Mahogany Meadows Park, Riverside County, CA
- Murrieta Hills Community Development, Murrieta, CA
- Highgrove Multi-Family Housing, Riverside County, CA
- Riverside National Cemetery, Riverside County, CA



YALE HOOPER | PRINCIPAL CONSTRUCTION ADMINISTRATION MANAGER



Mr. Hooper is a Principal at Van Dyke Landscape Architects and serves as Director of Irrigation services and Construction Administration Manager. Mr. Hooper has significant experience with large scale irrigation design, plan checking and construction management involving coordination with water districts, public agencies and municipalities, civil engineers, industry product manufacturers, and contractors. Mr. Hooper has over 20 years of water conservation and construction management experience, including central control system design and retrofits. Mr. Hooper has managed the irrigation planning and design for large scale master planned communities, streetscapes, school sites, slope restorations, commercial/retail centers and national cemeteries.

EDUCATION:

1999 / Irrigation Design Curriculum
Mesa College, San Diego, 1999

EXPERIENCE

21 years (21 with VDLA)

REGISTRATIONS:

Certified Irrigation Designer (CID)
Certified Landscape Irrigation Auditor
(CLIA) #45214

AFFILIATIONS:

Building Industry Association
Irrigation Association (IA)
EPA Water Sense Partner
Water ReUse Association

CURRENT/PAST CLIENTS:

SDUSD – San Diego Unified School District
SJUSD – San Jacinto Unified School District
FPBA – Ferguson Pape Baldwin Architects
ZTA – Zagrodnik Thomas Architects
OHCC – Ocean Hills Country Club
Talega HOA – First Service Residential
Ladera Ranch – First Service Residential
City of Laguna Woods
City of Jurupa Valley
City of Coronado
KB Home
City of Solana Beach
US Department of Veterans Affairs
AECOM
Fleming Communities
EMWD
EVMWD
MRF Groves / Shopoff Realty
De La Rosa Master Association - Prime Association Services

Mr. Hooper is familiar with all major manufacturers of irrigation products, including all manner of “smart controllers” and central control system / water management software. He has served as a technical advisor to water districts and LMD maintenance districts throughout southern California.

Mr. Hooper’s experience includes but is not limited to the following projects:

- RCTLMA On-Call Landscape Plan Checking, Inspections & Design Consultation, 2009-Present
- RCTLMA On-Call Landscape Plan Checking & Design Consultation, 2007-2009 (Subconsultant to Bureau Veritas)
- City of Jurupa Valley On-Call Landscape Plan Checking and Inspection Services
- Eastern Municipal Water District (EMWD) Plan Check Services, 2007-2009 & 2014 to Present
- Metropolitan Water District Large Landscape Surveys, Southern California Territory, 2013-2016
- Orange County Plan Checking (sub to HR Green), Orange Co., CA
- Morgan Hill Park, Galleron Park, and Madigan Park, Temecula, CA
- Valley-Wide Jim Venable Park, Hemet, CA
- Winchester Ranch 35 Acre Sports Park, Riverside County, CA
- Fallbrook Community Library, Fallbrook, CA
- Palomar College IT Center, San Marcos, CA
- Miramar National Cemetery, San Diego, CA
- Riverside National Cemetery, Riverside County, CA
- Navy Housing Calsense Retrofit (8 Sites) San Diego, CA
- Winchester Ranch Community Development, Riverside County, CA
- Luz del Sol Community Development, San Jacinto, CA
- Yucaipa Uptown Streetscape Project, Yucaipa, CA
- San Diego Unified School District (50+ Projects), San Diego, CA



LING CHAN | ASSOCIATE

PROJECT MANAGER | LLA, LEED AP



Ms. Chan is an Associate of the firm, and her experience includes roadways and streetscapes, corporate site design, civic, institutional and educational facilities, community planning, park and recreation design, open space and habitat preservation, and trails development projects. Her experience also includes campgrounds planning, large scale irrigation master planning and coordinating the design of swimming pools and water features with specialty consultants. A LEED accredited professional, she takes particular interest in sustainability practices.

EDUCATION:

Bachelor of Science in
Landscape Architecture
California Polytechnic University,
Pomona, 1998

EXPERIENCE

20+ years (18 with VDLA)

REGISTRATIONS:

Licensed Landscape Architect
State of California - #5435
LEED AP

AFFILIATIONS:

American Society of
Landscape Architects

CURRENT/PAST CLIENTS:

AVRP Architects
Benchmark Pacific
Bluemotif Architects
Barona Casino
Beckman Properties
Bernardo Heights Master Association
City of Solana Beach
City of Vista
City of Yucaipa
County of San Bernardino
County of Riverside
DR Horton
Anza First Baptist Church
FPBA
Genlser & Associates
Gillispie School
Good & Roberts
Hunsaker & Associates (Riverside)
KB Home
Kisco Senior Living
Lankford & Associates
Leo A Daly Architects

Ms. Chan is also accomplished in the areas of conceptual and site-specific design, planting and hardscape design, creating computer graphics and computer graphic simulations, and preparing materials for public and community outreach meetings to gain consensus and deliver project goals.

Ms. Chan has the knowledge and experience to successfully process preliminary and final documents with City and County governments, including the County of Riverside, ValleyWide Park and Recreation District, and various municipalities in the Riverside area. She is well versed in coordinating and developing plans to meet the needs and requirements of the client, public agencies, and stakeholder groups. Ms. Chan served as project manager or provided design and planning services on the following relevant projects:

- RCTLMA On-Call Landscape Plan Checking, Inspections & Design Consultation, 2009-Present
- Yucaipa Blvd. Uptown Streetscape Project, Yucaipa, CA
- Yucaipa Regional Park Campground, Yucaipa, CA
- Rancho California Rd / Anza Rd. Roundabout, Temecula, CA
- Van Buren Streetscape Assessment, Riverside, CA
- Mahogany Hills Community Development, Riverside, CA
- Mahogany Meadow Park, Riverside County, CA
- Mahogany Hills Linear Park, Riverside County, CA
- Murrieta Hills Community Development, Murrieta, CA
- Highgrove Multi-Family Housing, Riverside County, CA
- Trailmark Community Development, Riverside County, CA
- Jim Venable Exchange Club Park, Riverside County, CA
- Riverside National Cemetery, Riverside County, CA
- VA Loma Linda Eye Clinic, City of Loma Linda, CA
- Legoland Hotel, Carlsbad, CA



BRETT ALLEN | ASSOCIATE

WATER MANAGER | CID, CLIA, RWSS



Mr. Allen has significant experience in large scale irrigation master planning, irrigation design, hydraulic and demand calculations, landscape inspections and construction management involving coordination with a team of contractors, developers, civil engineers, industry product manufacturers, public and governmental agencies. Mr. Allen also has a strong background in general landscape architecture, plant materials, irrigation, hardscape design and presentation graphics.

EDUCATION:

Bachelor of Science in Landscape Architecture, Arizona State University, 2002

EXPERIENCE

17+ years (15 with VDLA)

REGISTRATIONS:

Certified Irrigation Designer #58129
Certified Landscape Irrigation Auditor
Recycled Water Site Supervisor

AFFILIATIONS:

American Society of Landscape Architects
Building Industry Association
Community Associations Institute

CURRENT/PAST CLIENTS:

SDUSD – San Diego Unified School District
SJUSD – San Jacinto Unified School District
FPBA – Ferguson Pape Baldwin Architects
ZTA – Zagrodnik Thomas Architects
OHCC – Ocean Hills Country Club
Talega HOA – First Service Residential
Ladera Ranch – First Service Residential
City of Laguna Woods
City of Jurupa Valley
City of Coronado
KB Home
City of Solana Beach
US Department of Veterans Affairs
AECOM
Fleming Communities
EMWD
EVMWD
MRF Groves / Shopoff Realty
De La Rosa Master Association - Prime Association Services
San Elijo Hills Master Association – Walters Management

Mr. Allen has over 14 years of landscape technical advisory experience, working with clients to formulate plant material guidelines that conform to WUCOLS (Water Use Classification of Landscape Species), maintenance guidelines, design using native and/or water-conserving plants, water conservation, analysis of water efficient irrigation equipment, water management, central control system conversion, water audits, landscape surveys and water demand analysis.

Mr. Allen has significant experience in preparing recycled water use exhibits (RWUE) for the Eastern Municipal Water District, plan checking of irrigation plans and RWUE's, preparation of irrigation point of connection master plans, demand analysis, hydraulic analysis and coordinating this information with multi-disciplinary teams in both the public and private sector.

Mr. Allen's relevant project experience includes, but is not limited to, the following projects:

- RCTLMA On-Call Landscape Inspections & Design Consultation, 2009-Present
- RCTLMA On-Call Landscape Plan Checking & Design Consultation, 2007-2009 (Subconsultant to Bureau Veritas)
- City of Jurupa Valley Landscape Plan Checking and Inspection Services
- Eastern Municipal Water District Plan Checking, 2007-2009, 2014 to present
- Valley-Wide Jim Venable Exchange Club Park, Hemet, CA
- Verde Canyon Community Development, Riverside County, CA
- Luz del Sol Neighborhood Park, San Jacinto, CA
- Winchester Ranch Community Development, Winchester, CA
- Morgan Hill Community Center, Temecula, CA
- Mahogany Meadow Park, French Valley, CA
- San Diego Unified School District (50+ Projects), San Diego, CA
- Miramar National Cemetery, San Diego, CA
- Stonebridge Neighborhood Park, San Diego, CA
- Sycamore Canyon Park, San Diego, CA



DENISE ARMIJO | ASSOCIATE PROJECT MANAGER



An Associate of the firm, Ms. Armijo has over 15 years of diverse landscape architectural experience and project management working under the direction of a licensed landscape architect. Design experience includes HOA landscape master plans, thematic master plans for community developments, park and recreation design, trail systems and libraries. Construction administration activities include bid period support; review, processing and tracking of submittals, change orders and contractor RFIs, as well as compliance walks for both private and public (VA) clients.

EDUCATION:

A.S Landscape Architecture
San Diego Mesa College, San Diego,
2002

Landscape Architecture Curriculum
UC Berkeley Extension, San Francisco,
CA campus, 1997

EXPERIENCE

17 years (17 with VDLA)

AFFILIATIONS:

Colina del Sol Recreation Council
City of San Diego Park and Recreation
Council Working Group
(ad-hoc committee)
California Native Plant Society

CURRENT/PAST CLIENTS:

Benchmark Pacific (Murrieta Hills)
Bernardo Heights Master Association
Brookfield Homes
City of Coronado
City of Laguna Woods
City of Lancaster
City of San Diego (Mission Hills Library
under FPBA)
City of Solana Beach
County of Riverside Planning Department
EMWD
FPBA – Ferguson Pape Baldwin Architects
General Atomics (under FPBA)
H.R. Green (City of Jurupa Valley)
KB Home
Liberty Station Community Association
McMillin Homes
Naples Homeowners Association – Cardinal
Property Management
OHCC – Ocean Hills Country Club – PCM /
Keystone /
Pulte Homes (Murrieta Hills)
Rancho Carrillo Master Association – Wal-
ters Management

Directly relevant experience with public agencies includes providing data management and administrative assistance to Eastern Municipal Water District; plan checking for Riverside County Transportation and Land Management Agency (RCTLMA); technical writing for “RCTLMA Comprehensive Landscape Guidelines & Standards” (including 2012 L&LMD 89-1-C Standards); and updates to County of Riverside Ordinances 461 and 859.

Ms. Armijo currently manages multiple staff for RCTLMA on-site and off-site plan checking, encompassing concept plans, EIRs, Specific Plans and construction documents for a variety of publicly and privately maintained projects. Ms. Armijo works directly with applicants, County staff and others to gain approvals as needed for County projects. Platforms utilized include Bluebeam and the County project tracking system, PLUS.

Ms. Armijo has provided services on the following relevant projects:

- RCTLMA On-Call Landscape Plan Checking, 2009-Present
- Comprehensive Landscape Guidelines & Standards; L&LMD 89-1-C Standards; Ord. 461 Updates, RCTLMA, Riverside, CA
- Plan Check & Inspection Services, Stonebridge Estates HOA, San Diego, CA
- Sycamore Canyon Park and Stonebridge Neighborhood Park, San Diego, CA
- The Colony at California Oaks Master Planning, Murrieta, CA
- The Bluffs Master Planning, Newport Beach, CA
- Ocean Hills Country Club Master Planning, Oceanside, CA
- Miramar National Cemetery (Master Plan, CDs, CA), San Diego, CA
- La Colonia Park Master Planning / Skate Park, Solana Beach, CA
- City of San Diego Mission Hills-Hillcrest Branch Library, San Diego, CA



LUKE TAYLOR | LANDSCAPE ARCHITECT

LANDSCAPE INSPECTOR, LEED BD+C, CLIA, RWSS



Mr. Taylor has 19 years of landscape architectural, construction inspection and plan checking experience, encompassing institutional projects, multi-family housing and residential community development, park and recreation facilities, corporate office site design, and public agency projects. Having lived in Indio, CA, Mr. Taylor is vastly familiar with appropriate planting designs and irrigation methods for a wide range of microclimates within Riverside County and surrounding areas of southern California. This background brings familiarity with the importance of water conservation and requirements of various desert agencies such as Coachella Valley Water District.

EDUCATION:

Bachelor of Science in Landscape Architecture Arizona State University, 2000

EXPERIENCE

19 years (5 with VDLA)

REGISTRATIONS:

Licensed Landscape Architect #5229
 Certified Irrigation Designer #58129
 Certified Landscape Irrigation Auditor
 Recycled Water Site Supervisor

AFFILIATIONS:

Irrigation Association
 City of Palm Desert, Citizens Sustainability Committee, 2011-2014

Mr. Taylor's work experience includes site inspections and water audits for the eastern and desert portions of the County of Riverside. In this capacity he coordinated directly with contractors and design teams, reviewed submittals, and conducted on-site inspections to verify the installed hardscape, irrigation, and landscape for conformance with approved plans. Mr. Taylor has also performed field inspections for planting and irrigation installations as part of an as-needed contract with the City of Jurupa Valley, RCTLMA, the Cities of Palm Desert, Indio and Rancho Mirage.

Plan check experience includes On-Site Conservation and On-Site Recycled Water plan checking for Eastern Municipal Water District (EMWD), evaluating projects for compliance with regulatory permitting requirements, including environmental, local, regional and state codes, and applicable conditions of approval. In this capacity, Mr. Taylor is familiar with all manner of irrigation equipment and design methods, and specific regulations for recycled water use. His duties also include pre-construction meetings and direct coordination with customers and EMWD departments to ensure projects are satisfactorily implemented.

Mr. Taylor's relevant project experience includes the following:

- RCTLMA On-Call Landscape Plan Checking & Inspections
- City of Jurupa On-Call Landscape Plan Checking & Inspections
- Eastern Municipal Water District Plan Checking, Perris, CA
- Eastern Municipal Water District Design Services, Perris, CA
- CVWD Critical Support Services Building, Palm Desert, CA
- Salt Creek Trail Improvements, Winchester, CA



Elaine Sitz | LANDSCAPE ARCHITECT

PLAN CHECK SPECIALIST



Ms. Sitz is a Plan Check Specialist with the firm and has over 30 years of experience in landscape project design and construction period services, encompassing institutional projects, multi-family housing and residential community development, park and recreation facilities, corporate office site design, and public agency projects.

EDUCATION:

Bachelor of Agriculture in Landscape Architecture, Purdue University, 1981

EXPERIENCE

30+ years (5 with VDLA)

REGISTRATIONS:

Licensed Landscape Architect, State of California - #2585

AFFILIATIONS:

Currently presiding as President of her HOA

CURRENT/PAST CLIENTS:

RCTLMA
HRGreen
City of Jurupa Valley
City of Lancaster
County of Orange
JB Young Associates LTD
Travis Air Force Base Campground Addition

Ms. Sitz currently provides plan check services for the County of Riverside and the City of Jurupa Valley. She is vastly familiar with County of Riverside and State ordinances, including water conservation ordinances and required landscape water budget calculations, parking lot design ordinances, erosion control regulations and sight distance requirements, among others. Through her plan checking experience she is familiar with numerous types of projects at both the landscape concept level and construction document level, including on- and off-site plans for: residential subdivisions, parks, industrial parks, business parks, water quality features, retail centers, and medical facilities.

Ms. Sitz's regularly applies standards for agency maintained areas including County of Riverside LMD, CSA and CFD projects; City of Jurupa Valley LMD and CFD maintained areas and Valley-Wide Recreation and Park District areas. Publicly maintained areas include street and highway right-of-ways, slopes, regional and community parks and water quality features. Platforms used for County of Riverside plan checks include Bluebeam and the County PLUS project tracking system.

From 1986-2015, Ms. Sitz owned and operated her own landscape architectural business. This experience developed her organizational skills and attention to detail, adding immense value to the plan checking department at VDLA. Having been on the design end of the landscape architectural community, her approach considers the design goals and solutions while applying requirements and regulations.

Agencies for which Ms. Sitz performs plan checks and in-house reviews includes:

- RCTLMA On-Call Landscape Plan Checking
- City of Jurupa Valley On-Call Landscape Plan Checking
- Valley-Wide Recreation Park District
- Orange Co. Plan Checking (sub to HR Green), Orange Co., CA
- City of Lancaster Plan Checking (sub to HR Green), Lancaster, CA
- JB Young Associates LTD
- Travis Air Force Base Campground Addition



Todd Floyd | Landscape Designer

PLAN CHECK SPECIALIST



Mr. Floyd is a Plan Check Specialist with the firm and has 30 years of experience in the A/E/C industry, encompassing project management, design-build projects, habitat restoration, park and recreation facilities, commercial site design, and public agency projects. Mr. Floyd's career experience includes working with contractors for grading and paving, off-site construction, heavy equipment operation and soils testing. Through his diversity of experience, he is well-versed in project challenges from concept and design through implementation, including local government agency requirements within the southern California region. He is also well versed in proper irrigation design and field inspections of landscape and irrigation installations.

EDUCATION:

Bachelor of Landscape Architecture
California Polytechnic University San Luis Obispo, 2002

EXPERIENCE

30+ years (5 with VDLA)

AFFILIATIONS:

Building Industry Association (BIA)

Mr. Floyd currently reviews landscape and irrigation projects for conformance with County of Riverside and State ordinances, applying water conservation requirements including verifying water budget calculations, parking lot design ordinances, grading / erosion control planting requirements and sight distance considerations.

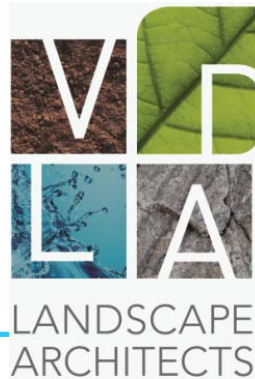
Project types under his purview include on-site and off-site review of: residential subdivisions, maintenance district packages, model homes, typical front yards, HOA slopes, private and public parks, industrial parks, business parks, water quality features, and retail centers.

Through plan checking experience, Mr. Floyd is familiar with requirements for various agencies, maintenance districts and water districts, including Eastern Municipal Water District, Temescal Valley Water District, and Valley-Wide Recreation and Park District. Review platforms include Bluebeam and the County project tracking system, PLUS. Additionally, as a Plan Check Specialist, Mr. Floyd acts as liaison between County management and applicants, assisting with resolutions for design challenges and complex project processing.

Agencies and Riverside County projects for which Mr. Floyd has performed plan checks and in-house reviews include:

- RCTLMA On-Call Landscape Plan Checking, Riverside, CA
- Orange Co. Plan Checking (sub to HR Green), Orange Co., CA
- Valley-Wide Recreation Park District, County of Riverside, CA
- Spring Mountain Ranch, Riverside County, CA
- Jim Venable Exchange Club Park, Riverside County, CA
- Community of Atherton, Riverside County, CA
- Marbella Community Development, Riverside County, CA
- Citrus Heights Community Development, Riverside County, CA

PROJECT ORGANIZATION AND KEY PERSONNEL





REFERENCES

Agency Name: Riverside County Transportation Land Management Agency

Name of Contact Person: Mark Hughes

Telephone Number: (951) 955-6767

Description of Services Provided:

VDLA currently serves as an on-call design consultant for the Riverside County Transportation Department. Since 1999, VDLA has provided designs ranging from freeway interchanges with significant CalTrans coordination to renovations of existing medians and right-of-way areas maintained by County Landscape Maintenance Districts (LMD's) or Community Facility Districts (CFD's). Designs focus on durability, low maintenance and water conservation. Several median projects have successfully preserved existing specimen trees or plant material. Services include site assessments, schematic designs, graphic exhibits for agency meetings, construction documents for hardscape, landscape and irrigation, and cost estimates.

Agency Name: City of Jurupa

Name of Contact Person: Mike Waltz, Public Works Operations Manager

Telephone Number: (951) 332-6464 ext. 231

Description of Services Provided:

VDLA has been working with the City of Jurupa Valley since 2014, providing a wide range of services including landscape plan checking, landscape site inspections, irrigation water management, central control irrigation management and setup, and landscape design services. Specific tasks include: tree trimming inventory, point of connection (POC) / Electrical / Water Meter Inventory Maintenance Inspections.

Agency Name: City of Laguna Woods

Name of Contact Person: Chris Macon

Telephone Number: (949) 639-0525

Description of Services Provided:

VDLA has been providing miscellaneous on-call services to the City, including designs for renovations to existing medians, a new dog park and arborist sub-consultant services.

Riverside County Transportation Department Consulting Services

REFERENCE:

Mark Hughes
Principal Eng. Unit Supervisor
RCTLMA
T: 951-955-6767
Email: marhughe@rivco.org

Van Dyke Landscape Architects has been retained by Riverside County Transportation and Land Management Agency (RCTLMA) to provide a variety of landscape architectural services. Essential to these services is a close working relationship with the County and the ability to interface with multiple contractors, designers and end users.

Inspection Services (2009 to present)

Van Dyke Landscape Architects works closely with RCTLMA to inspect existing right-of-way areas, providing assessments of planting and irrigation systems and efficacy of current maintenance crews. This scope also includes inventory of plant material, irrigation controllers and equipment and electric utilities. Recommendations are given to increase water conservation through plant material choice, irrigation upgrades and maintenance practices.

Plan Check Services (2007 to present)

Scope includes review of plans for conformance to RCTLMA submittal and graphic standards, approved landscape concept plan and Conditions of Approval, and verification that plans conform to Ordinances 460, 461 and 859. Under this scope Van Dyke has developed a standard requirement check list for use by plan checkers and applicants to help streamline the plan checking process. Services also include meeting with applicants to aid in resolution of design issues and to ensure regulatory conformance and inter-departmental coordination.

RCTLMA Comprehensive Landscape Guidelines & Standards (2009)

Van Dyke Landscape Architects was contracted to develop a comprehensive document to guide design and submittals within the agency's jurisdiction. The process required careful review of existing guidelines, standards and regulations and identification of conflicts or deficiencies within existing documents. Van Dyke then worked closely with multiple disciplines within the agency to produce a comprehensive document which outlined current standards for design and submittals, including clarifying and/or prioritizing any conflicts between regulations. Scope included guiding water conservation standards as well as producing standard details and titleblocks, specifications and a California Friendly Plant List.

As-Needed Design Services

2009 to present

Project scopes range from a new freeway interchange to renovations to existing medians. All designs focus on low maintenance and low water and/or native plantings; some work around existing plant material to remain. Services include site assessments, schematic designs, graphic exhibits for agency meetings, construction documents for hardscape, landscape and irrigation, and cost estimates.





City of Jurupa Valley

Jurupa Valley, CA

KEY FEATURES:

- Landscape Site Inspections
- Irrigation Water Management
- Landscape Design Services

VDLA has been working with the City of Jurupa Valley since 2014, providing a wide range of services including landscape plan checking, landscape site inspections, irrigation water management, central control irrigation management and setup, and landscape design services. Specific tasks include: tree trimming inventory, point of connection (POC) / Electrical / Water Meter Inventory Maintenance Inspections.

REFERENCE:

Mike Waltz
Public Works
Operations Manager
City of Jurupa Valley
T: (951) 332-6464 ext. 220





City of Laguna Woods

Laguna Woods, CA

KEY FEATURES:

- Dog Park Renovation
- Tree Screening
- Water Efficient Median Design

VDLA has been providing on-call services to the City, including designs for renovations to existing medians, a new dog park and arborist sub-consultant services.

REFERENCE:

Chris Macon
City Manager
T: (949) 639-0525





PROJECT UNDERSTANDING, OVERVIEW & APPROACH

PROJECT UNDERSTANDING:

VDLA fully understands the Scope of Services. We have successfully performed similar scopes of services as identified in this RFP for the Riverside County Transportation Department, City of Jurupa Valley and City of Laguna Woods, including Landscape Improvement Plan Checking, Landscape Architectural Design Services, and Landscape Inspection Services. We have also performed as-needed services for Eastern Municipal Water District, San Jacinto Unified School District, and San Diego Unified School District.

The project shall consist of providing general Landscape Architecture services for the City of Laguna Hills. The City's Assistant City Manager / Public Services Director will serve as a dedicated project manager that will be the single point of contact and contract officer for these services. Additional project oversight will be provided by the City Manager.

Please see herein our Project Approach sections for each Section IV Scope Item, as well as our Project Management section for further detailed information.

PROJECT APPROACH:

1. LANDSCAPE ARCHITECT CONSULTING SERVICES

VDLA will provide a minimum of one State of California registered (licensed) Landscape Architect (LLA), experienced in public agency landscape and irrigation improvements and maintenance operations, to be available on-call to consult with City Staff to address a variety of technical issues including but not limited to field reviews, landscape evaluation, irrigation system evaluation, plant material quality reviews, budgeting and conceptual design of potential solutions and costs. Licensed Landscape Architect staff for VDLA with 15 years experience includes:

- Mitch Phillippe, CA LLA #3781, 39 years experience
- Ling Chan, CA LLA # 5435, 21 years experience
- Elaine Sitz, CA LLA #2585, 30 years experience
- Luke Taylor, CA LLA #5229, 19 years experience

Please see our Resumes section for detailed information on the staff listed above.



PROJECT UNDERSTANDING, OVERVIEW & APPROACH

LANDSCAPE ARCHITECT CONSULTING SERVICES- CONTINUED

Detailed Approach to Landscape Architect Consulting Services:

- At City's request, set up a meeting or conference call, at the City's preference to discuss the landscape design scope.
- Landscape Architect and City shall come to a mutually agreeable timeframe for Landscape Architect to deliver the landscape design product to the City.
- Landscape Architect shall deliver monthly progress reports to the City on the Landscape design project, prior to submittal of invoice for said work.
- Landscape Architect shall revise landscape design project until deemed acceptable to the City.

2. CAPITAL IMPROVEMENT PROJECT INSPECTION

VDLA will provide a minimum of one qualified inspector with a minimum of 15 years experience in public agency landscape, irrigation and hardscape improvements, and maintenance operations, to be available on-call to consult with City Staff. VDLA staff with 15 years inspection experience available for these tasks includes:

- Yale Hooper, Certified Irrigation Designer (CID), Certified Landscape Irrigation Auditor (CLIA), Recycled Water Site Supervisor (RWSS), 21 years experience
- Brett Allen, Certified Irrigation Designer (CID), Certified Landscape Irrigation Auditor (CLIA), Recycled Water Site Supervisor (RWSS), 17 years experience

Please see our Resumes section for detailed information on the staff listed above.

Detailed Approach to CIP Project Inspection Services:

Upon receipt of request for landscape inspection services, Landscape Architect shall:

- Physically visit the site and review the site completely. Document any landscape deficiencies and advise the City as necessary. Identify any additional landscape issues that need to be addressed and advise the City as necessary.
- Irrigation - Condition of : Water meter, water meter box, water meter lid; backflow size, backflow condition, backflow cage, backflow cage condition, backflow locked; booster pump, booster pump on, booster pump locked; site pressure overall; controller type, controller locked, controller enclosure locked; electric meter on, electric meter safe, electric meter locked; low voltage connections good; master valve operational; rain/freeze sensors operational; valve boxes clean, valve boxes intact, valve box lids intact; irrigation heads working, remote controls valves working, irrigation damage; overspray, ponding, low head drainage; low site moisture, high site moisture, irrigation on, irrigation off, estimated irrigation efficiency etc.
- Planting - Condition of: Trees, tree stakes, tree ties, tree tubes, tree trimming, tree count; shrubs healthy, shrubs trimmed to natural stance, groundcover trimmed, vines trimmed; no excess leaves, no excess debris, no excess trimmings; bark mulch condition, weeds; graffiti, trash, litter, dumping; landscape lighting, streetlight lighting; pests, gophers, fungus, disease; illegal signage.



PROJECT UNDERSTANDING, OVERVIEW & APPROACH

CAPITAL IMPROVEMENT PROJECT INSPECTIONS - CONTINUED

- Perform Irrigation Audit if needed by request. Return and provide results of Irrigation Audit.
- Prepare memorandum/inspection sheet documenting findings, punch list items and questions. This memorandum is then forwarded to appropriate City staff.
- For projects maintained by the City or via a contracted private maintenance company, give the project an overall project rating (%) and an estimated frame (calendar days) from last visit by contractor. These findings are then forwarded to appropriate City staff.

3. PLAN CHECKING SERVICES

VDLA will provide staff experienced in plan check review. This experience includes plan checking for other agencies in a similar capacity, reviewing proposed development concept plans to assist in conditioning project applications to meet City Code and General Plan Requirements (including Urban Village Specific Plan); public or private landscape improvement construction plans; irrigation system design plans for conformance with local water conservation requirements and City code. Staff for VDLA with at least 5 years plan check experience for other agencies includes:

- Ling Chan, CA LLA # 5435, 21 years total experience
- Elaine Sitz, CA LLA #2585, 30 years total experience
- Luke Taylor, CA LLA #5229, 19 years total experience
- Denise Armijo, 17 years total experience
- Todd Floyd, 16 years total experience

Please see our Resumes section for detailed information on the key staff listed above.

Detailed Approach to Plan Check Services (approach below from VDLA services for other agencies- specific approach to be approved by City of Laguna Hills):

- Review, redline and/or approve Conceptual Landscape Plans, including identification of applicable items/issues to be Conditioned for further approval in subsequent plan submittal applications.
- Review Landscape Plan Cover Sheet and Title Block.
- Review, redline and/or approve Landscape Irrigation Plans per applicable water conservation ordinances and City codes, and Irrigation Association industry standards,
- Review, redline and/or approve Landscape Planting Plans per applicable water conservation ordinances and City codes, WUCOLS & Sunset zones, and proper planting location per industry standards.
- Review, redline and/or approve Landscape Irrigation Details and Specifications. Landscape Planting Details and Specifications.
- Verify Maximum Allowable Water Allowance (MAWA) based on planting palette and hydrozone groupings.
- Verify Maintenance Responsibility.
- Review, redline and/or approve line of sight conditions (site distance lines to be prepared by Civil Engineer).



PROJECT UNDERSTANDING, OVERVIEW & APPROACH

PLAN CHECKING SERVICES - CONTINUED

- Verify consistency with other planned improvements.
- Prepare memorandum documenting plan check findings. All review comments can be reviewed and modified as required based on City review if required. Plan Check Memorandum is transmitted to the plan applicant.
- On an as-requested basis, meet with plan applicants to discuss and/or clarify plan check comments.
- Provide comments on redlines via Bluebeam software if requested by the City.

The foregoing process applies to review through all plan checks. Subsequent plan checks shall proceed along the following steps:

- Upon receipt or resubmitted plans and supporting documents, verify completeness of the submittals, including conformance with requests for supporting or supplemental documentation.
- Review any additional materials, reports, studies, etc. requested as part of the preceding plan check(s) for accuracy and completeness. Verify conformance with previous plan check comments.
- Respond to any special requests made by City, e.g., plan check for landscape maintenance by special maintenance district. This type of request typically occurs when a development is conditioned to enter a maintenance district (LMD, CFD, Specific Plan or special Design Guidelines) for on-going landscape maintenance.
- Presuming all previous review comments and requests for additional information have been satisfactorily addressed, and no significant changes to the project are anticipated, prepare a final project approval package with all required supporting documentation. Package shall include a Letter of Recommendation for Approval, and signed "Recommended for Approval", and shall be submitted to the City for final processing.

4. LANDSCAPE ARCHITECTURE DESIGN SERVICES

VDLA will provide State of California registered (licensed) Landscape Architects (LLA), and appropriate design / technical staff experienced in public agency landscape and irrigation improvements and maintenance operations, to be available on-call for design services in designing and preparing Schematic Design, Design Development and Construction Documents for plans, specifications and estimates for Capital Improvement Projects including, but not limited to, landscaping, irrigation (including conversion of potable to recycled water irrigation), site amenities, public art and water quality improvements for such facilities as parks, median islands, parkways, sports fields, open spaces, trails, habitat areas and related facilities. Included herein is a typical design scenario for an existing local three-acre park refurbishment project, outlining all design steps to be taken, for the schedule and fee proposal.

VDLA is highly experienced in design projects, having won design awards over the past several decades on diverse project types. Our experience includes public art incorporated into projects, recycled water conversions, parks, streetscapes, sports facilities, open spaces and trails, and corporate projects with high-end amenities. Due to page limits, please see our website for more detailed information on these diverse projects. www.VDLA.com



PROJECT UNDERSTANDING, OVERVIEW & APPROACH

LANDSCAPE ARCHITECTURE DESIGN SERVICES- CONTINUED

As requested in the RFP, the following Task-Fee spreadsheet demonstrates a typical design scenario for the design steps and process to be taken for the renovation of a local 3-Acre park. We have identified the major tasks and associated hours and design fees per staff category in the spreadsheet. Because there are unknowns in this typical scenario, such as extent of existing park improvements and facilities, we have not included any subconsultant fees in this typical fee scenario. Subconsultant involvement would depend on several factors including the need (or not) for re-grading, ADA upgrades, drainage/water quality issues, architectural improvements, the need for structural engineering, etc.

SEE FOLLOWING PAGE FOR ITEMIZED TASK LIST / APPROACH FOR TYPICAL DESIGN OF LOCAL 3-ACRE PARK RENOVATION.



9/19/2019

Task & Associated Hours	Hourly Rate	Staff	Principal \$175.00	Project Manager \$125.00	Professional Staff \$90.00	Subconsultant Fee	VDLA Fee Subtotals
Task 1 - Site Measurement / Base Plan							
Project Kick-Off Meeting with City staff, Initial Site Visit for Inventory and Analysis							\$0.00
Compilation of Site Photos, Notes, Prepare Comprehensive Opportunities and Constraints Analysis							\$0.00
Electrical Engineer Site Investigation						TBD	\$0.00
Civil Engineer Site Investigation, Topographic Survey and Base Map Preparation						TBD	\$0.00
Geotechnical Investigation & Report						TBD	\$0.00
Task 1 Subtotal							\$0.00
Task 2 - Conceptual / Preliminary Plan							
General Project Management as Prime Consultant							\$0.00
Site Design Studies / Options							\$0.00
Create Conceptual Park Site Plan Options; incl. Keynotes/Legends, Site Photos and Proposed Imagery							\$0.00
Meeting with City staff to review design issues and options							\$0.00
Update/Revisions to Site CAD Layout Based on City Meeting and other Team Input							\$0.00
Prepare Color Rendered Conceptual Site Plan, including Keynotes/Legends, Site Photos and Proposed Imagery							\$0.00
Internal QA/QC including Review of Consultant Team Work							\$0.00
Electrical Engineer Conceptual/Prelim Phase						TBD	\$0.00
Civil Engineer Conceptual/Prelim Phase, including Prelim WQMP						TBD	\$0.00
Cost Estimator - Conceptual/Prelim Phase						TBD	\$0.00
Task 2 Subtotal							\$0.00
Task 3 - Estimated Cost / Value Engineering Phase							
Meeting with City for Discussion of Value Engineering, If Required							\$0.00
VDLA Value Engineering Adjustments to Base Plans and Design Features (prep for Final Construction Documents)							\$0.00
Electrical Engineer Value Engineering Phase						TBD	\$0.00
Civil Value Engineering Phase						TBD	\$0.00
Cost Estimator Value Engineering Phase						TBD	\$0.00
Task 3 Subtotal							\$0.00
Task 4 - Construction Bid Documents							
General Project Management as Prime Consultant							\$0.00
Cover Sheet per City Requirements							\$0.00
Site Hardscape / Site Furnishings Layout Plans and Construction Details							\$0.00
Landscape Planting Plans, Details, Legends							\$0.00
Irrigation Plans, Details, Legends							\$0.00
Irrigation Run-Time Calcs. / MWELO Calcs. / Demand & Hydraulic Calcs.							\$0.00
Construction Specifications							\$0.00
Coordination with Civil for Precise Grading & other Design Team Consultants (Elec, Structural)							\$0.00
Internal QA/QC including Review of Consultant Team Work							\$0.00
Coord and Response to City Plan Check Comments, Final QA/QC							\$0.00
Electrical Engineer Construction Documents Phase						TBD	\$0.00
Civil Engineer Construction Documents Phase, including Final Water Quality Documents/Calcs						TBD	\$0.00
Cost Estimator - Construction Documents Phase						TBD	\$0.00
Task 4 Subtotal							\$0.00
Total Estimated Consulting Fees		0	\$0.00	0	\$0.00	0	\$0.00
							VDLA Fee
							Subconsultant Fees
							includes 10% markup
							\$0.00

3.5.c



PROJECT UNDERSTANDING, OVERVIEW & APPROACH

EVALUATION OF THE USAGE OF NON-SYNTHETIC PESTICIDES

We understand that the City is currently engaged in a one-year test at two local parks solely utilizing non-synthetic pesticides for the control of pests. The test runs from July 1, 2019 to June 30, 2020, and is being prosecuted by the City's Landscape Contractor with City oversight of the project specifications.

VDLA will provide assistance to the City staff in reviewing the Contractors quarterly reports and final report of this work effort including at least one field review.

BUDGET ASSISTANCE

VDLA will assist Staff with the Departmental and Capital Improvement biennial budget preparation.

VDLA has a wide range of project experience on varying project types, which allows us to be familiar with typical improvements and facilities involved in CIP projects. Budgeting services may involve the use of a cost estimator subconsultant, depending on the complexity of a particular CIP project.

TECHNICAL CONSULTATION

VDLA will assist Staff with the review and improvement of the City Code requirements for irrigation related water conservation and water quality, the Landscape Maintenance Specifications, the Tree Maintenance Specifications, the Rodent Control Specifications and other similar work efforts.

VDLA has performed similar services for the County of Riverside Transportation Department in our role as Landscape Architect consultant. Please contact our reference Mr. Mark Hughes per our References section.



PROJECT MANAGEMENT, RESOURCES, ADDITIONAL SERVICES AND CONTROLS

PROJECT MANAGEMENT

VDLA has many years of experience serving in a leadership role for managing multi-disciplinary planning/design teams, including architects, civil engineers, electrical engineers, economists, environmental planners and transportation planners. This experience gives us the ability to coordinate with multiple team members with a methodical and detail-oriented approach. Along with assigned Project Managers, VDLA commits at least one firm Principal to interface directly with the client to ensure responsiveness and clear communication. Our professional support staff are chosen to ensure the most effective team is selected to meet the needs of specific projects or assignments. Our success is rooted in a “solution-oriented” approach, utilizing strong communication skills, technical expertise, design creativity, and efficient use of resources to control costs, meet schedules, maintain quality and ensure customer satisfaction. Our professional references will attest to our past performance record.

RESOURCES

VDLA does not anticipate any unusual requests for City assistance other than typical items such as as-built plans, existing topographic surveys, records, prior studies, etc. There may be instances where posting information on the City’s website will require assistance or coordination with City staff. Otherwise, VDLA approaches our services with a “can do” attitude that requires minimal assistance or questions of the City.

ADDITIONAL SERVICES

VDLA stands ready to provide a breadth of skills and services to the City, based on our diverse project experience, skills and expertise. Should the City have a task or project that does not fall under the categories or services specifically identified in the RFP, we can discuss this in more detail as the situation may occur.

PROJECT CONTROLS

With VDLA’s vast experience in plan review and inspection services it is always in our and our client’s best interest to control costs or “man-hours” through various methods. To control costs VDLA implements several standard operating procedures in both plan review and inspections. Some of our standard procedures for plan checking include:

- Conduct weekly staff meetings to review plan check assignments and due dates
- Weekly Principal review of plan check hours per project for all staff timesheets
- Provide and utilize standard check lists
- Standard details and specifications made available to applicants
- Rejection of submittals if required documents are not provided
- Direct communication with applicants and their consultants
- Collaboration through Bluebeam
- Update progress of projects using the PLUS software system for tracking purposes from Landscape Concept Plan to final signatures
- Submittal guideline package made available
- Suggest updates to the City website
- Participate in Landscape Architect Industry meetings



PROJECT MANAGEMENT, RESOURCES, ADDITIONAL SERVICES AND CONTROLS

PROJECT CONTROLS - CONTINUED

Some of our standard procedures for inspections include:

- Conduct weekly staff meetings to review current projects in construction and discuss any foreseeable or current issues
- Weekly Principal review of inspection hours per project for all staff timesheets
- Provide and utilize standard check lists for construction submittals
- Provide and utilize list of required inspections
- Utilize City website for inspection request from applicants and their contractors
- Maintain communication with contractors during construction
- Provide corrections punch list after each inspection to ensure project is in conformance with approved plans

VDLA has efficient Accounting software (VISION) that allows detailed timecard reporting by all staff that is easily translated to weekly reporting of staff efforts. Principals review employee timecards on a weekly basis. Our firm Controller prepares various project accounting reports for Principal review as needed. Invoicing is efficient and can be prepared monthly or twice per month if required. Because VDLA has worked in As-Needed capacities for other public agencies and entities, we are readily familiar with these processes and can commit to an efficient and transparent invoicing and record keeping.

QUALITY CONTROL/QUALITY ASSURANCE (QA/QC)

Several methods and procedures that contribute to our QA/QC program are describe din the above Project Control section. Completing a project that accurately reflects the goals and objectives established by the client requires a thorough understanding of local conditions, i.e. site characteristics, current construction costs, availability of funding, community needs, and responsible management.

In terms of preparation of plan documents, we ensure consistent quality across all team disciplines by implementing and utilizing stringent quality control measures. This program minimizes or eliminates conflicting information between disciplines and ensures that the highest quality documents possible are delivered to the client. The client is kept informed through periodic project progress meetings where input and direction are exchanged.

Drawing upon our in-house technical capability as well as consultant expertise when appropriate, VDLA offers the ability and commitment essential to producing the highest quality product in a cost effective and timely manner. Our quality control system utilizes internal plan checking at all levels: conceptual, design development, final contract documents and post construction evaluation. Project Managers do the first round or QA/QC review, creating redlines for corrections as needed. As a "second set of eyes", a firm Principal then reviews the PM's redlines, adding any additional comments in green ink. The assigned project Staff member then completes the corrections and revisions based on the red-line and green-line markups. Once an item has been corrected, it is marked out with a blue highlighter. The PM then reviews a clean set of corrected documents, comparing the corrected set with the markup set. All items that have been highlighted in blue are then circled with a purple highlighter, completing the verification process that documents are thoroughly checked.



SCHEDULE

PROJECT SCHEDULE

The project schedule from initial submittal to final approval will be dictated by the project applicant team's ability to prepare accurate plans conforming to the County's policies and procedures and addressing items on the Corrections Memo. Consultant's Standard Review turnaround time includes:

Plan Check and Inspection Schedules

Notice - Make Staff Available	48 hours
First Submittal	10 business days
Second and Subsequent Submittals	5 business days, respectively
Major Change	10 business days
Construction Change	5 business days
Fast Track Case First Submittal	5 business days
Fast Track Subsequent Submittals	2 business days
Landscape Inspection	2 business days
Landscape Design	
Final Product/Meeting	Mutually Agreeable Timeframe

The first working day commences on the date that Landscape Architect receives a complete submittal. Submittals that are deemed not ready for review: lacking submittal requirements or not addressing items on the Corrections Memo will not be considered a complete submittal. Re-design of elements of the submittal package after the First Submittal Review may constitute a Major Change and require a review in excess of the typical ten (10) business day turnaround. Deviations from the Standard Review turnaround time will be identified with explanation to the County.

Landscape Architect shall be responsible for responding to all routine inquiries from developer/ developer's engineer and/or landscape architect. Landscape Architect shall refer inquiries to CITY on standard and/or policy conformance matters.

Landscape Architect shall provide a representative to assist CITY staff with the interpretation of documents, when requested, during the review period where the need for such assistance arises from lack of clarity or incompleteness of work.



COMMUNICATION PLAN

COMMUNICATION PLAN

VDLA will plan to have a single point of contact with the City's designated representative. However, it may be that Plan Check activities vs Inspection activities vs. Design Assignments are more efficiently handled by assigning individual Project Managers as indicated in our Organization Chart. If the City prefers a single point of contact, VDLA is prepared to perform the contract with a single point of contact.

Within this response to the RFP we have discussed various forms of Memoranda, Tracking Spreadsheets, etc. These forms of organization will be used in addition to verbal or email communication as preferred by the City. It seems practical to have weekly updates between the assigned VDLA Project Manager and City staff responsible for Plan Check, Inspection Design Services and other assignments on the City side. If project load is not heavy enough to warrant weekly communication, this could be bi-monthly or another frequency as appropriate.

City of Laguna Hills
RFP ON-CALL LANDSCAPE ARCHITECTURE 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 19 day of September, 2019, at Solana Beach, California.



Signature of Authorized Representative
Mitch Phillippe

Name of Authorized Representative

Principal

Title of Authorized Representative

City of Laguna Hills
RFP ON-CALL LANDSCAPE ARCHITECTURE 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: Mitch Phillippe, Principal
Name (Please Print or Type)

By:  Principal
Consultant's Signature & Title

Date: 09-19-2019

This executed form must be submitted with proposal.

City of Laguna Hills
RFP ON-CALL LANDSCAPE ARCHITECTURE 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 ON-CALL LANDSCAPE ARCHITECTURE 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 September 19, 2019.

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 19 day of September 2019, at Solana Beach, California.

Name of Proposer: Van Dyke Landscape Architects

By: 
(Authorized Signature)

Type Name: Mitch Phillippe

Title: Principal

Date: 09-19-2019



LANDSCAPE
ARCHITECTS

2019 Standard Hourly Rates

Landscape Architectural Services

Principal	\$175
Associate	\$145
Project Manager	\$135
Construction Administration Manager	\$130
Landscape Inspector	\$130
Professional Staff	\$100
Administrative	\$65

Reimbursable Expenses

Travel

Employee Mileage

IRS Rate

In-House Reprographics

<i>Employee Mileage</i>	<i>current IRS rate</i>
<i>In-House Black and White Bond Plots</i>	<i>\$0.39 per sq.ft.</i>
<i>In-House Black and White Mylar Plots</i>	<i>\$2.82 per sq.ft.</i>
<i>In-House Color Bond Plots</i>	<i>\$4.60 per sq.ft.</i>
<i>In-House 8.5 x11 Black and White Printing</i>	<i>\$0.06 per each</i>
<i>In-House 8.5 x11 Color Printing</i>	<i>\$0.55 per each</i>
<i>In-House 11 x17 Black and White Printing</i>	<i>\$0.12 per each</i>
<i>In-House 11 x17 Color Printing</i>	<i>\$1.10 per each.</i>
<i>Outsourced Laminating</i>	<i>cost plus 15%</i>
<i>Outsourced Mounting Drawings onto Boards</i>	<i>cost plus 15%</i>
<i>Outsourced Printing, Copying, Photography</i>	<i>cost plus 15%</i>
<i>Outsourced Messenger Services</i>	<i>cost plus 15%</i>

****CA State Sales Tax will be added to any applicable charges or invoices.**

Other

Approved Sub-Consultants

cost plus 15%

*There is a 15% administrative fee on all reimbursables.
Invoices are due in 30 days.*

Landscape Architecture

462 Stevens Avenue, Suite 107, Solana Beach, CA 92075-2042

Planning

Tel: 619.294.8484 • Fax: 619.574.0626 • Web: www.vdla.us

Water Management

Principals: Mitch Phillippe, ASLA, CA LLA #3781 • Yale Hooper, CID #45214, CLIA, RWSS

Graphic Communications

Associates: Ling Chan, ASLA, CA LLA #5435, LEED AP • Denise Armijo • Brett Allen, CID, CLIA, RWSS

**City of Laguna Hills, CA As-Needed Landscape Architecture Services
Compensation - Payment Schedule**



VDLA Van Dyke Landscape Architects

9/19/2019

Task & Associated Hours	Staff Category Proposed Hourly Rate	Principal \$175.00	Project Manager \$125.00	Plan Checker / Inspector \$115.00	Professional Staff \$90.00	Fee Subtotals
1 - Landscape Architect Services						
On-Call Consulting - Licensed Landscape Architect						
Task 1 Subtotal		0	\$0.00	20	\$2,500.00	\$0.00
			\$0.00	20	\$2,500.00	\$0.00
2 - Capital Improvement Project Inspection						
Landscape Construction Inspector			\$0.00		\$0.00	\$18,400.00
Task 2 Subtotal		0	\$0.00	0	\$0.00	\$0.00
			\$0.00	160	\$18,400.00	\$18,400.00
3 - Plan Check						
Plan Check Personnel			\$0.00		\$0.00	\$20,700.00
Task 3 Subtotal		0	\$0.00	0	\$0.00	\$0.00
			\$0.00	180	\$20,700.00	\$20,700.00
4 - Landscape Architecture Design Services						
Typical 3-Acre Park Renovation (See Section 6 - Project Understanding & Approach for Itemized Task Fee Matrix)		20	\$3,500.00	150	\$18,750.00	\$14,400.00
Task 4 Subtotal		20	\$3,500.00	150	\$18,750.00	\$14,400.00
			\$0.00	0	\$0.00	\$14,400.00
5 - Evaluation of Non-Synthetic Pesticides						
Provide Assistance to City Staff in Reviewing Contractor Quarterly reports, including 1 Field Visit			\$0.00	16	\$2,000.00	\$0.00
Task 5 Subtotal		0	\$0.00	16	\$2,000.00	\$0.00
			\$0.00	0	\$0.00	\$0.00
6 - Budget Assistance						
Assist Staff with Department and CIP Biennial Budget Preparation			\$0.00	8	\$1,000.00	\$0.00
Task 6 Subtotal		0	\$0.00	8	\$1,000.00	\$0.00
			\$0.00	0	\$0.00	\$0.00
7 - Technical Consultation						
Assist Staff with Review & Improvement of Codes, Specifications, etc.			\$0.00	20	\$2,500.00	\$0.00
Task 7 Subtotal		0	\$0.00	20	\$2,500.00	\$0.00
			\$0.00	0	\$0.00	\$0.00
Total Estimated Fees						\$83,750.00



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 12, 2019
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services
ISSUE: Approval of Final Parcel Map No. 2018-182

RECOMMENDATION: That the City Council approve Final Parcel Map No. 2018-182, a subdivision of the property located at southwesterly corner of Alicia Parkway at Paseo de Alicia, the former Philips Mazda site, also known as 24888 Alicia Parkway, Laguna Hills, CA.

SUMMARY:

On March 12, 2019, the Planning Agency adopted Resolution No. PA2019-03-12-02 approving Site Development Permit/Conditional Use Permit/Tentative Parcel Map/Zoning Text Amendment No. 7-18-4244 for the development of the Active Care facility on one parcel and a second parcel designated for a future commercial development on the former Phillips Mazda site, located at the southwesterly corner of Alicia Parkway at Paseo de Alicia. The Tentative Parcel Map subdivided this property into two parcels. As there are neither public dedications on the parcel map nor public facility improvement requirements, there is no Subdivision Agreement. Subsequent to the Planning Agency approval, the Final Parcel Map was prepared and has completed the plan check process, Conditions of Approval required to be satisfied prior to Final Map approval have been determined to have been met and the Final Map is in substantial conformance with the Tentative Map. The Final Map is ready for City Council approval and filing with the Office of the County Recorder.

BACKGROUND:

The former Phillips Mazda site is a 6.338 gross acre parcel bounded by Paseo de Alicia,

Approval of Final Map Parcel Map No. 2018-182

November 12, 2019

Page 2

Alicia Parkway, Bentley Lane and residential properties addressed on Costeau Street. Please see the attached Vicinity Map. On March 12, 2019, the Planning Agency adopted Resolution No. PA2019-03-12-02 approving Site Development Permit/Conditional Use Permit/Tentative Parcel Map/Zoning Text Amendment No. 7-18-4244 for the development of the Active Care facility, including a second parcel designated for a future commercial development, on this site. This approval included the subdivision of the property into two parcels.

Subsequent to the approval of the Tentative Parcel Map, a Final Parcel Map No. 2018-182, attached, was prepared in accordance with the requirements of the City and the County Surveyor. The Final Map is a subdivision of Parcel 2 of that certain Parcel Map filed in Book 67, Page 42 of Parcel Maps, as recorded with the County of Orange. The two parcels being newly created by Parcel Map No. 2018-182 consist of Parcel 1, net 2.512 acres, adjacent to Alicia Parkway, and Parcel 2, net 2.628 acres, at the rear of the property. Parcel 1 is the site of a future Site Development Permit for a commercial use yet to be submitted for Planning Agency approval. Parcel 2 is the site of the planned development of Active Care, a senior care facility.

The Final Parcel Map No. 2018-182 has satisfactorily completed the plan check process, Conditions of Approval required to be satisfied prior to Final Map approval have been determined to have been met, fees due have been paid, and the City Engineer has determined the Final Map is in substantial compliance with the Tentative Parcel Map. As there are neither public dedications on the Final Map nor public facility improvement Conditions of Approval, there is no requirement for a Subdivision Agreement. The Final Map is ready for City Council approval.

ATTACHMENTS:

- Parcel Map No. 2018-182
- Vicinity Map

SHEET 1 OF 3 SHEETS

ALL OF TENTATIVE PARCEL MAP 2018-182
DATE OF SURVEY: JANUARY 2019
PARCELS: 2 NUMBERED
AREA: 6.338 ACRES

PARCEL MAP NO. 2018-182

IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE,
STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCEL 2 OF THAT CERTAIN PARCEL MAP
FILED IN BOOK 67, PAGE 42 OF PARCEL MAPS, IN THE OFFICE OF THE
COUNTY RECORDER OF SAID COUNTY

D.K. NASLAND, P.L.S. 5562 – NASLAND ENGINEERING –
OCTOBER 2019

ACCEPTED AND FILED AT THE
REQUEST OF
CHICAGO TITLE COMPANY

DATE _____
TIME _____ FEE \$ _____
INSTRUMENT NO. _____
BOOK _____ PAGE _____
HUGH NGUYEN
COUNTY CLERK - RECORDER
BY _____
DEPUTY

SUBDIVIDER'S CERTIFICATE:

WE, THE UNDERSIGNED, BEING THE SUBDIVIDERS OF THE LAND COVERED BY THIS MAP, THE RECORD OWNERS OF WHICH ARE LISTED HEREIN, DO HEREBY CERTIFY THAT SAID RECORD OWNERS CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDERLINE.

EMJ LIMITED, A CALIFORNIA LIMITED PARTNERSHIP

BY: Jason Phillips

NAME: Jason Phillips TITLE: Vice President

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR 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.

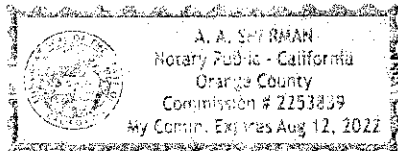
STATE OF California)
COUNTY OF Orange) SS

ON 10-24, 2019 BEFORE ME, A.A. Sharmen,
NOTARY PUBLIC, PERSONALLY APPEARED Jason Phillips
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



SIGNATURE: A.A. Sharmen

PLEASE PRINT NAME: A.A. Sharmen

MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY.

MY COMMISSION EXPIRES ON Aug 12, 2022

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

LA CUESTA VERDE, HOLDER OF AN EASEMENT FOR SLOPES, DRAINAGE PURPOSES AND INCIDENTAL PURPOSES, PER DOCUMENT RECORDED DECEMBER 10, 1971 IN BOOK 9920, PAGE 670 OF OFFICIAL RECORDS.

CITY OF LAGUNA HILLS, SUCCESSOR IN INTEREST TO COUNTY OF ORANGE, HOLDER OF AN EASEMENT FOR STORM DRAIN AND INCIDENTAL PURPOSES, PER DOCUMENT RECORDED SEPTEMBER 22, 1972 IN BOOK 10339, PAGE 384 OF OFFICIAL RECORDS.

CITY OF LAGUNA HILLS, SUCCESSOR IN INTEREST TO COUNTY OF ORANGE, HOLDER OF AN EASEMENT FOR ALICIA PARKWAY, ROAD AND INCIDENTAL PURPOSES, PER DOCUMENT RECORDED SEPTEMBER 22, 1972 IN BOOK 10339, PAGE 462 OF OFFICIAL RECORDS.

HON DEVELOPMENT COMPANY, HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITY PURPOSES, SLOPE AND DRAINAGE PURPOSES, PER DOCUMENT RECORDED DECEMBER 15, 1972 IN BOOK 10472, PAGE 345 OF OFFICIAL RECORDS.

CITY OF LAGUNA HILLS, SUCCESSOR IN INTEREST TO COUNTY OF ORANGE, HOLDER OF AN EASEMENT FOR STREET AND HIGHWAY PURPOSES, PER DOCUMENT RECORDED NOVEMBER 4, 1974 IN BOOK 11280, PAGE 951 OF OFFICIAL RECORDS.

CITY OF LAGUNA HILLS, SUCCESSOR IN INTEREST TO COUNTY OF ORANGE, HOLDER OF AN EASEMENT FOR STORM DRAIN, APPURTENANT PURPOSES AND INCIDENTAL PURPOSES, PER DOCUMENT RECORDED FEBRUARY 20, 1975 IN BOOK 11343, PAGE 401 OF OFFICIAL RECORDS.

SAN DIEGO GAS & ELECTRIC COMPANY, HOLDER OF AN EASEMENT FOR ELECTRICAL SYSTEM AND INCIDENTAL PURPOSES, PER DOCUMENT RECORDED APRIL 21, 1975 IN BOOK 11382, PAGE 1346, OFFICIAL RECORDS.

WHITECO ENTERPRISES, HOLDER OF AN EASEMENT FOR SEWER LINES AND INCIDENTAL PURPOSES, PER DOCUMENT RECORDED JANUARY 25, 1977 IN BOOK 12046, PAGE 1374 OF OFFICIAL RECORDS. MEMORANDUM OF AGREEMENT RECORDED NOVEMBER 25, 2014 AS INSTRUMENT NO. 2014-000508125. AMENDMENT TO SEWER EASEMENT ON JANUARY 3, 2019 PER INSTRUMENT NO. 2019000001140.

WHITECO ENTERPRISES, HOLDER OF AN EASEMENT FOR ROADWAY, INGRESS AND EGRESS, UTILITIES AND INCIDENTAL PURPOSES, PER DOCUMENT RECORDED JANUARY 25, 1977 IN BOOK 12046, PAGE 1377 OF OFFICIAL RECORDS.

CITY OF LAGUNA HILLS, SUCCESSOR IN INTEREST TO COUNTY OF ORANGE, HOLDER OF AN EASEMENT FOR STREET, HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, PER DOCUMENT RECORDED FEBRUARY 14, 1977 IN BOOK 12069, PAGE 1571 OF OFFICIAL RECORDS.

MOULTON-NIGUEL WATER DISTRICT, HOLDER OF AN EASEMENT FOR SEWER LINES, WATER TRANSMISSION PURPOSES AND INCIDENTAL PURPOSES, PER DOCUMENT RECORDED MAY 2, 1977 IN BOOK 12175, PAGE 659 OF OFFICIAL RECORDS.

CITY OF LAGUNA HILLS, SUCCESSOR IN INTEREST TO COUNTY OF ORANGE, HOLDER OF AN EASEMENT FOR STREET, HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, PER DOCUMENT RECORDED DECEMBER 16, 1977 IN BOOK 12496, PAGE 1240 OF OFFICIAL RECORDS.

BENEFICIARY:

BANK OF SOUTHERN CALIFORNIA N.A., AS SUCCESSOR IN INTEREST TO AMERICA'S UNITED BANK, BENEFICIARY UNDER DEEDS OF TRUST RECORDED: FEBRUARY 29, 2008 AS INSTRUMENT 2008000093699, OFFICIAL RECORDS AND DECEMBER 26, 2012 AS INSTRUMENT 2012000800466, OFFICIAL RECORDS, AND MODIFIED BY AN AGREEMENT RECORDED JANUARY 9, 2019 AS INSTRUMENT 201900007965, OFFICIAL RECORDS.

BY: Helen Johnson

NAME: Helen Johnson TITLE: SV P

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR 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.

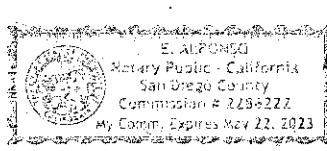
STATE OF California)
COUNTY OF San Diego) SS

ON Oct. 25, 2019 BEFORE ME, E. Alfonso,
NOTARY PUBLIC, PERSONALLY APPEARED Helen Johnson
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



SIGNATURE: E. Alfonso

PLEASE PRINT NAME: E. ALFONSO

MY PRINCIPAL PLACE OF BUSINESS IS IN San Diego COUNTY.

MY COMMISSION EXPIRES ON May 22, 2023

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 ORDINANCES AT THE REQUEST OF EMJ LIMITED, A CALIFORNIA LIMITED PARTNERSHIP ON SEPTEMBER 2018. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS ON OR BEFORE DECEMBER 31, 2022; 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.

RJ 10-23-2019
D.K. NASLAND DATE
PLS 5562



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 _____ DAY OF _____, _____
(DAY) (MONTH) (YEAR)

BY: KENNETH H. ROSENFELD, CITY ENGINEER
OF THE CITY OF LAGUNA HILLS
RCE NO. 33496

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 _____ DAY OF _____, _____
(DAY) (MONTH) (YEAR)

KEVIN R. HILLS, COUNTY SURVEYOR
L.S. 6617

BY: LILY M. N. SANDBERG, DEPUTY COUNTY SURVEYOR
P.L.S. 8402

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 _____, 2019 AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

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 _____, _____
(DAY) (MONTH) (YEAR)

MELISSA AU-YEUNG
CITY CLERK OF THE CITY OF
LAGUNA HILLS

BY: _____

COUNTY TREASURER- TAX COLLECTOR'S CERTIFICATE:

STATE OF CALIFORNIA)
COUNTY OF ORANGE) 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 _____, _____
(DAY) (MONTH) (YEAR)

SHARI FREIDENRICH
COUNTY TREASURER-TAX COLLECTOR

BY: _____
TREASURER-TAX COLLECTOR

SHEET 2 OF 3 SHEETS

ALL OF TENTATIVE PARCEL MAP 2018-182
DATE OF SURVEY: JANUARY 2019
PARCELS: 2 NUMBERED
AREA: 6.338 ACRES

PARCEL MAP NO. 2018-182

IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE,
STATE OF CALIFORNIA

D.K. NASLAND, P.L.S. 5562 – NASLAND ENGINEERING –
OCTOBER 2019

EASEMENT NOTES:

1. NOT USED

② AN EASEMENT FOR SLOPES, DRAINAGE PURPOSES AND INCIDENTAL PURPOSES, GRANTED TO LA CUESTA VERDE, RECORDED DECEMBER 10, 1971 IN BOOK 9920, PAGE 670 OF OFFICIAL RECORDS.

③ AN EASEMENT FOR STORM DRAIN AND INCIDENTAL PURPOSES, GRANTED TO THE CITY OF LAGUNA HILLS, SUCCESSOR IN INTEREST TO COUNTY OF ORANGE, RECORDED SEPTEMBER 22, 1972 IN BOOK 10339, PAGE 384 OF OFFICIAL RECORDS.

④ AN EASEMENT FOR ALICIA PARKWAY, ROAD AND INCIDENTAL PURPOSES, GRANTED TO THE CITY OF LAGUNA HILLS, SUCCESSOR IN INTEREST TO COUNTY OF ORANGE, RECORDED SEPTEMBER 22, 1972 IN BOOK 10339, PAGE 462 OF OFFICIAL RECORDS.

⑤ AN EASEMENT FOR INGRESS, PUBLIC UTILITY PURPOSES, SLOPE AND DRAINAGE PURPOSES, GRANTED TO HCN DEVELOPMENT, RECORDED DECEMBER 15, 1972 IN BOOK 10472, PAGE 345 OF OFFICIAL RECORDS.

⑥ AN EASEMENT FOR STREET AND HIGHWAY PURPOSES, GRANTED THE CITY OF LAGUNA HILLS, SUCCESSOR IN INTEREST TO COUNTY OF ORANGE, RECORDED NOVEMBER 4, 1974 IN BOOK 11280, PAGE 951 OF OFFICIAL RECORDS.

⑦ AN EASEMENT FOR STORM DRAIN, APPURTENANT PURPOSES AND INCIDENTAL PURPOSES, GRANTED TO THE CITY OF LAGUNA HILLS, SUCCESSOR IN INTEREST TO COUNTY OF ORANGE, RECORDED FEBRUARY 20, 1975 IN BOOK 11343, PAGE 401 OF OFFICIAL RECORDS.

8. AN EASEMENT FOR ELECTRICAL SYSTEM AND INCIDENTAL PURPOSES, GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY, A CORPORATION, RECORDED APRIL 21, 1975 IN BOOK 11362, PAGE 1346, OFFICIAL RECORDS
(THE LOCATION OF SAID EASEMENT CANNOT BE LOCATED FROM RECORD DOCUMENT)

⑨ AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF A SEWER FACILITY AND INCIDENTAL PURPOSES, GRANTED TO WHITECO ENTERPRISES, RECORDED JANUARY 25, 1977 IN BOOK 12046, PAGE 1374 OF OFFICIAL RECORDS.
AMENDED JANUARY 3, 2019 PER INSTRUMENT NO. 2019000001140

⑩ AN EASEMENT FOR ROADWAY, INGRESS AND EGRESS, UTILITY AND INCIDENTAL PURPOSES, GRANTED TO WHITECO ENTERPRISES, RECORDED JANUARY 25, 1977 IN BOOK 12046, PAGE 1377 OF OFFICIAL RECORDS.

⑪ AN EASEMENT FOR STREET, HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, GRANTED TO THE CITY OF LAGUNA HILLS, SUCCESSOR IN INTEREST TO COUNTY OF ORANGE, RECORDED FEBRUARY 14, 1977 IN BOOK 12069, PAGE 1571 OF OFFICIAL RECORDS.

⑫ AN EASEMENT FOR SEWER LINES, WATER TRANSMISSION PURPOSES AND INCIDENTAL PURPOSES, GRANTED TO MOULTON-NIGUEL WATER DISTRICT, RECORDED MAY 2, 1977 IN BOOK 12175, PAGE 659 OF OFFICIAL RECORDS.

⑬ AN EASEMENT FOR STREET, HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, GRANTED TO THE CITY OF LAGUNA HILLS, SUCCESSOR IN INTEREST TO COUNTY OF ORANGE, RECORDED DECEMBER 16, 1977 IN BOOK 12496, PAGE 1240 OF OFFICIAL RECORDS.

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.

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATION GPS NO. 7702 AND STATION GPS NO. 7683 BEING N 21° 48' 35" W PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

DATUM STATEMENT

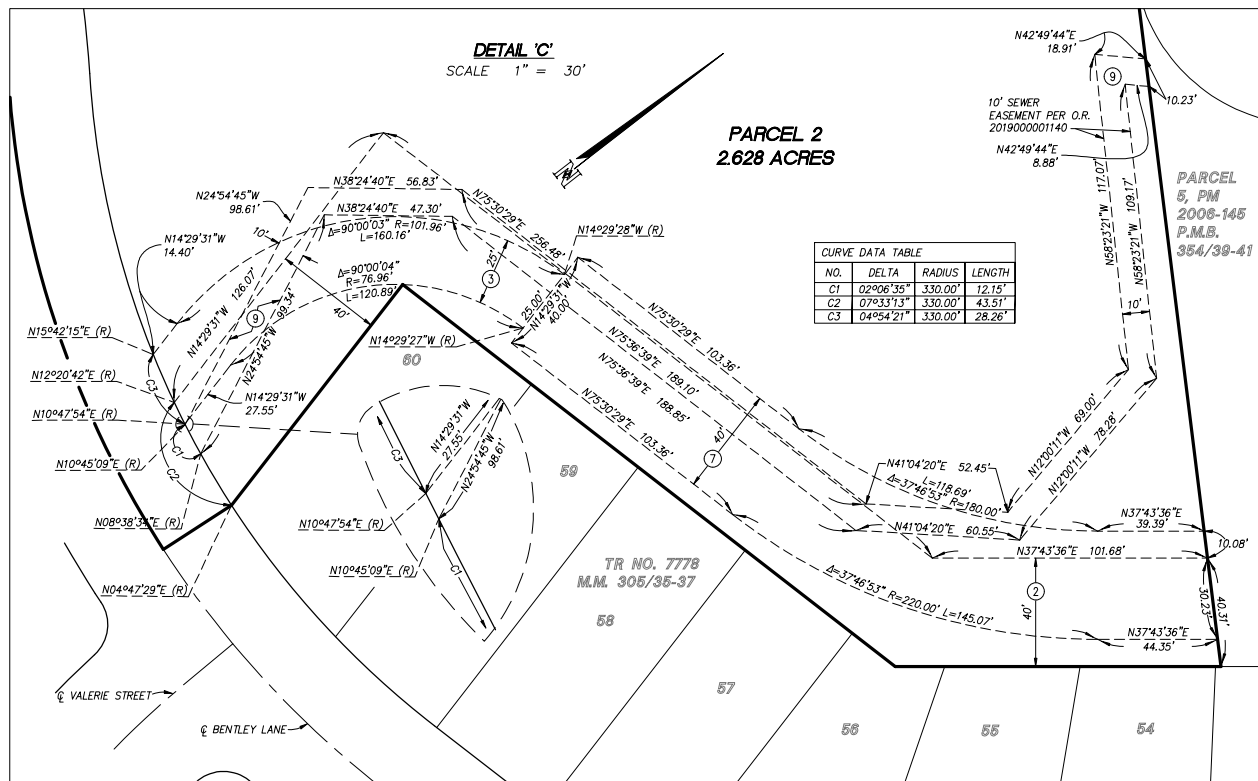
COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, 1983 NAD, 2017.50 EPOCH OCS GPS ADJUSTMENT.

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCE BY 0.99995790, A PROJECT SPECIFIC VALUE.

- — — — — INDICATES STREET CENTERLINE.
- — — — — INDICATES STREET RIGHT OF WAY
- - - - - INDICATES EASEMENT LINE
- — — — — INDICATES THE BOUNDARY OF LAND BEING SUBDIVIDED BY THIS MAP.

MONUMENT NOTES:

- FOUND LEAD AND TACK OR AS NOTED
- ⊠ FOUND LEAD AND TACK WITH TAG 'LS 5301' PER C.R. 2019-1269
- FOUND ORANGE COUNTY TYPE 'A' WELL MONUMENT WITH DISK STAMPED 'R.C.E.17377' PER TR NO. 7778
- SNF SEARCHED NOT FOUND
- ▲ INDICATES FOUND O.C.S. G.P.S. HORIZONTAL CONTROL STATION MONUMENT PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.
- INDICATES LEAD AND DISK STAMPED 'LS 5562' OR AS NOTED TO BE SET
- INDICATES 2" IRON PIPE WITH TAG STAMPED 'LS 5562' OR AS NOTED TO BE SET



SHEET 3 OF 3 SHEETS

ALL OF TENTATIVE PARCEL MAP 2018-182
DATE OF SURVEY: JANUARY 2019
PARCELS: 2 NUMBERED
TOTAL AREA: 6.338 ACRES

PARCEL MAP NO. 2018-182

IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE,
STATE OF CALIFORNIA

D.K. NASLAND, P.L.S. 5562 - NASLAND ENGINEERING - OCTOBER 2019

OCS GPS STATION #7683
N 2,164,078.04
E 6,122,670.59
OCS83, ZONE 6
EPOCH 2017.50
FOUND PUNCHED SPIKE AND
WASHER, STAMPED 'LS 5301',
DOWN 0.02' IN A.C.
PER TR 5678, MM
204/16-21

OCS GPS STATION #7702
N 2,166,483.17
E 6,121,708.13
OCS83, ZONE 6
EPOCH 2017.50
FOUND PUNCHED SPIKE AND
WASHER, STAMPED 'LS 3258',
DOWN 0.1' IN A.C.
PER TR 9848, MM 415/31-35

FOUND LEAD AND TAG STAMPED 'OCS
RCE 6978' PER OCS
A/7-8 PG 1310.

FOUND SPIKE AND
WASHER STAMPED 'LS
5778' FLUSH PER
CORNER RECORD
2008-1292

FOUND LEAD AND TAG STAMPED 'OCS
TIE' PER CORNER
RECORD 2008-1292

FOUND SPIKE AND
WASHER STAMPED 'LS
5778' FLUSH PER
CORNER RECORD
2008-1292

FOUND LEAD AND TAG STAMPED 'OCS
TIE' PER CORNER
RECORD 2008-1292

FOUND SPIKE AND
WASHER STAMPED 'LS
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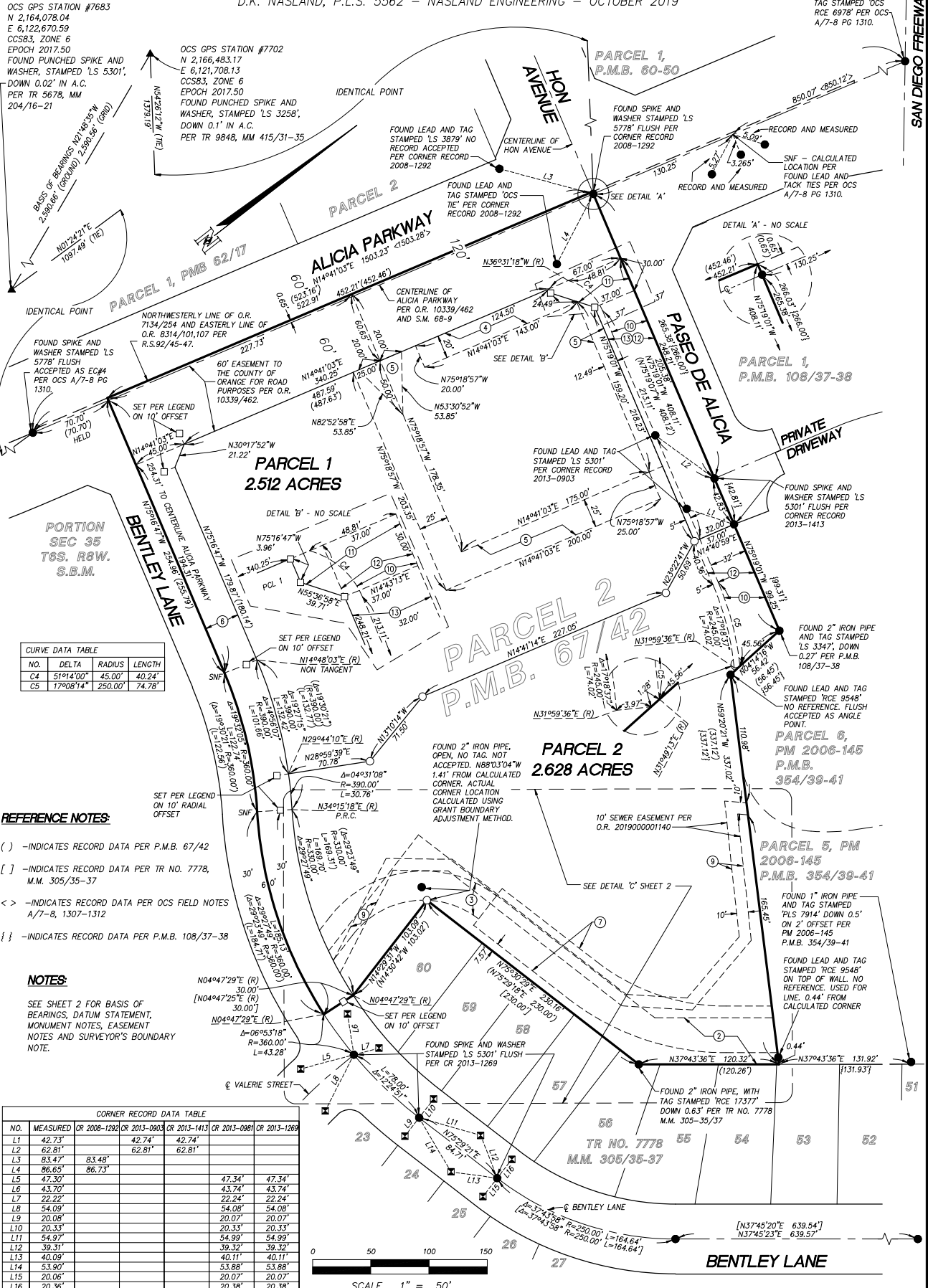
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NO.	DELTA	RADIUS	LENGTH
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C5	17°08'14"	250.00'	74.78'

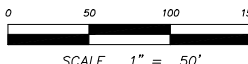
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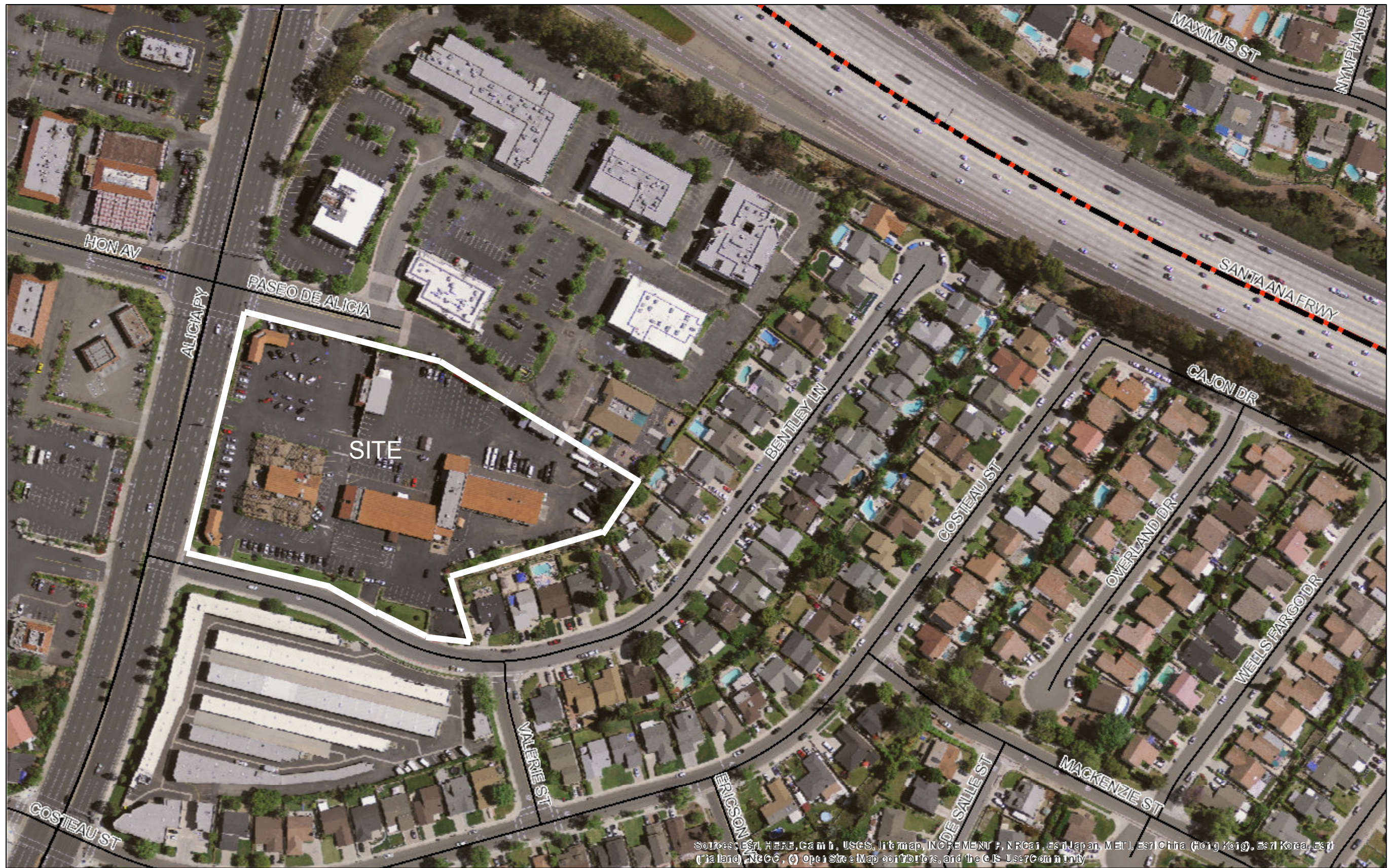
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M.M. 305/35-37
< > - INDICATES RECORD DATA PER OCS FIELD NOTES
A/7-8, 1307-1312
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NOTES:

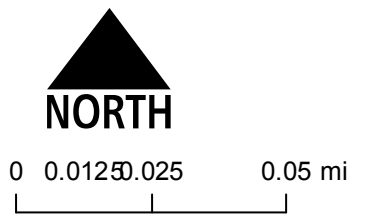
SEE SHEET 2 FOR BASIS OF
BEARINGS, DATUM STATEMENT,
MONUMENT NOTES, EASEMENT
NOTES AND SURVEYOR'S BOUNDARY
NOTE.

NO.	MEASURED	OR 2008-1292	OR 2013-0903	OR 2013-1413	OR 2013-0987	OR 2013-1269
L1	42.73'		42.74'	42.74'		
L2	62.81'		62.81'	62.81'		
L3	83.47'	83.48'				
L4	86.65'	86.73'				
L5	47.30'				47.34'	47.34'
L6	43.70'				43.74'	43.74'
L7	22.22'				22.24'	22.24'
L8	54.09'				54.08'	54.08'
L9	20.08'				20.07'	20.07'
L10	20.33'				20.33'	20.33'
L11	54.97'				54.99'	54.99'
L12	39.31'				39.32'	39.32'
L13	40.09'				40.11'	40.11'
L14	53.90'				53.98'	53.98'
L15	20.06'				20.07'	20.07'
L16	20.36'				20.38'	20.38'





Attachment: Vicinity Map (1984 : Approval of Final Map Parcel Map No. 2018-182)



VICINITY MAP PM 2018-182





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 12, 2019
TO: Mayor and Council Members
FROM: Gregory E. Simonian
City Attorney
ISSUE: Appointment of Labor Negotiator

RECOMMENDATION: That the City Council, pursuant to Government Code Section 54957.6, select and appoint Mayor Sedgwick to serve as the Council's designated representative for purposes of: (A) Facilitating the Annual Performance Evaluation of the City Manager; and (B) Conducting Labor Negotiations with the City Manager, an unrepresented employee.

SUMMARY:

State law authorizes the City Council to hold closed sessions with the City's designated labor representative regarding the compensation of unrepresented employees, such as the City Manager; however, prior to the closed session the City Council is required to hold an open session in which the Council's labor representative is identified and designated. Historically, the City Council has assigned the responsibility for facilitating the annual performance evaluation of the City Manager and for conducting labor negotiations with the City Manager to a qualified labor consultant or to the Mayor.

Pursuant to Government Code Section 54957.6, it is recommended that the City Council select and appoint Mayor Sedgwick to serve as the City Council's designated representative for purposes of (a) facilitating the annual performance evaluation of the City Manager and (b) conducting labor negotiations with the City Manager, an unrepresented employee.

BACKGROUND:

A closed session meeting of the City Council has been scheduled for November 12, 2019, for the purpose of (a) commencing the process for conducting the annual performance evaluation of the City Manager and (b) allowing the City Council to determine the criteria for such evaluation, the process and procedures for conducting the evaluation, and for discussing other preliminary matters concerning how the annual performance evaluation should be conducted. Last year, the City Council and the City Manager developed mutually agreeable procedures and criteria for conducting the annual performance evaluations. The annual city manager performance evaluation will commence during closed session on November 12, 2019, and is expected to be completed on November 26, 2019; however, it may be continued thereafter as scheduled until completed.

DISCUSSION:

Government Code Section 54957 authorizes closed session meetings for the purpose of conducting a public employee performance evaluation. According to state law, evaluation of performance is not limited to a comprehensive review of the employee's performance, but may include examination of particular instances of job performance. It may also include consideration of the criteria for such evaluation, the process for conducting the evaluation, and other preliminary matters to the extent those matters constitute an exercise of the City Council's discretion in evaluating a particular employee and actions relating to a finding that the evaluation is satisfactory.

Government Code Section 54957.6 authorizes the City Council to convene in closed session with its designated representative regarding the salary and compensation of unrepresented employees. The City Council has the option of convening in closed session with its designated labor representative for the purpose of reviewing its position and instructing the Council's designated representative with respect to conducting labor negotiations with the City Manager, an unrepresented employee. Closed sessions authorized by Government Code Section 54957.6 are for the limited purpose of allowing the City Council to review its position and to give instruction to the Council's designated labor negotiator. To do so, however, the City Council must place the appointment of a labor negotiator on the open and public session of the agenda and select a labor negotiator prior to convening in closed session to review its position and prior to giving instruction to its designated representative. The City Council is required by law to take "final action" on proposed changes to salary or compensation of the City Manager, if

any, in open session.

ALTERNATIVES:

The City Council is authorized by state law and has the option of designating and appointing a representative for purposes of conducting labor negotiations with the City Manager, an unrepresented employee, as part of the annual review process; however, the City Council is not legally required to do so.

FISCAL IMPACT:

There is no fiscal impact if the City Council appoints one member of the Council to facilitate the annual performance review and to serve as the Council's designated labor representative.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 12, 2019
TO: Mayor and Council Members
FROM: Donald J. White
City Manager
ISSUE: FY 2018-19 Development Impact Fees Annual Report

RECOMMENDATION: That the City Council approve the FY 2018-19 Development Impact Fees Annual Report pursuant to California Government Code Section 66006.

SUMMARY:

Pursuant to Section 66006 of the California Government Code, local agencies are authorized to condition approval of development projects on the payment of development impact fees for the purpose of defraying all or a portion of the cost of public facilities related to the development project. Any local agency that imposes a development impact fee is required to make available to the public a summary of each mitigation fee account on an annual basis. At this time, the City imposes three types of development impact fees on development projects – Public Art Fees, Traffic Mitigation Fees, and Quimby Act Fees – and pursuant to the aforementioned regulations, it is required to make available for public review a summary of activities for each account.

BACKGROUND:

The Mitigation Fee Act, as provided for in Section 66006 of the California Government Code, regulates the means by which public agencies collect, maintain, and spend development impact fees imposed on development projects. The regulations include specific requirements pertaining to governmental accounting, spending, and annual reporting of development impact fees. Each year, within the first 180 days following the previous fiscal year, the City is required to make available to the public a summary of each mitigation fee account (“Annual Report”). Moreover, after a 15-day public review

period, the City is required to review the Annual Report in a public meeting.

Reporting Requirements

The City imposes three types of development impact fees on development projects: Public Art Fees, Traffic Mitigation Fees, and Quimby Act Fees. Accordingly, as required in the Mitigation Fee Act, the City must make available its Annual Report which includes:

- 1) A brief description of the type of fee in the account or fund;
- 2) The amount of the fee;
- 3) The beginning and ending balance of the account or fund;
- 4) The amount of the fees collected and interest earned;
- 5) Identification of each public improvement on which fees were expended and the total amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;
- 6) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, and the public improvement remains incomplete;
- 7) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan; and
- 8) The amount of any refunds made pursuant to Section 66001(e) and the amount of any allocations pursuant to Section 66001(f).

Furthermore, Section 66008 of the Mitigation Fee Act provides that a local agency shall expend a fee for public improvements solely and exclusively for the purpose for which it is collected. The fee may not be levied, collected, or imposed for general revenue purposes.

Summary of Mitigation Fee Activity

No mitigation fees were collected during the fiscal year ending June 30, 2019. However, the Public Art Fees Fund collected \$1,454.83 in interest earnings and expended

FY 2018-19 Development Impact Fees Annual Report
November 12, 2019
Page 3

\$7,831.56 on a public art project at the Civic Center, resulting in a total ending fund balance of \$72,692.22. The Traffic Mitigation Fees Fund and the Quimby Act Fees Fund each began and ended the year with a zero balance.

Fifth Year Findings

Section 66001(d) of the Mitigation Fee Act requires the City to make additional findings every fifth fiscal year after an initial deposit for any unexpended amounts – committed or uncommitted – remaining in a mitigation fee account. The existing funds in the Public Art Fees Fund were initially deposited on October 7, 2017, and both the Traffic Mitigation Fees Fund and Quimby Act Fees Fund have zero balances. Consequently, the City is not required to make fifth year findings at this time.

The Annual Report (attached as “**Exhibit A**”) was made available for public review at the City Clerk’s Office on October 28, 2019, satisfying the 15-day public review period as required by the Mitigation Fee Act. In addition, the Building Industry Association received an advance copy of the Annual Report on the same date.

ATTACHMENTS:

- Exhibit A - FY 2018-19 Development Impact Fees Annual Report

FISCAL YEAR 2018-19 DEVELOPMENT IMPACT FEES ANNUAL REPORT

The Laguna Hills City Council has adopted three types of development impact fees that it imposes on development projects: Public Art Fees, Traffic Mitigation Fees, and Quimby Act Fees. Pursuant to the Mitigation Fee Act, as provided in Section 66006 of the California Government Code, the City is required to make available for public review a summary of its development impact fees.

Type of Mitigation Fee

The City imposes three types of development impact fees:

- *Public Art Fees:* This fee provides funding for Public Art throughout the Urban Village, thereby enhancing the cultural and aesthetic environment of the City and to encourage creativity, education, and the appreciation of the arts.
- *Traffic Mitigation Fees:* This fee provides funding for additional or improved traffic signal, operation, and infrastructure improvements for which the need is generated by new development within the Urban Village.
- *Quimby Act Fees:* This fee provides funding for additional or improved park and/or recreation facilities improvements for which the need is generated by new development within the City.

Amount of Fee

The amounts of the development impact fees are described below:

- *Public Art Fees:* The minimum amount for the public art component or in-lieu fees shall be required of all new developments with a total construction cost of \$250,000 or more pursuant to the following formula:
 - $TCC \times 0.005 = \text{Value of Public Art of In – Lieu Fee}$
 - $TCC = \text{Total construction costs of the project (permit valuation)}$
 - $0.005 = \text{Minimum value shall be 0.5\% of total construction costs}$
- *Traffic Mitigation Fees:* The fee shall be three thousand nine hundred fourteen dollars (\$3,914.00) per each new PM peak hour trip as determined by the City Engineer based upon a traffic study.
- *Quimby Act Fees:* The amount of land or in-lieu fees to be dedicated shall be determined pursuant to the following formula:
 - $A = \frac{5(DU \times PPD)}{1000}$
 - $\text{In – Lieu Fee} = A \times FMV$

- *A = acres required to be dedicated as parkland*
- *5.0 = Park acreage standard for the City*
- *DU = Number of proposed dwelling units*
- *FMV = Fair Market Value*
- *PPD = # of persons per dwelling unit as applicable for the subdivision and type of dwelling units constructed*

Summary of Mitigation Fee Activity

A summary of each type of mitigation fee for fiscal year ending June 30, 2019, is described below in *Table 1*:

Table 1: Summary of Mitigation Fee Activity for Fiscal Year Ending June 30, 2019

		Public Art Fees	Traffic Mitigation Fees	Quimby Act Fees
REVENUES				
	Fees	\$ -	\$ -	\$ -
	Interest	\$ 1,454.83	\$ -	\$ -
	Misc. Revenue	\$ -	\$ -	\$ -
	Total Revenue	\$ 1,454.83	\$ -	\$ -
EXPENDITURES		\$ 7,831.56	\$ -	\$ -
TRANSFERS IN/OUT		\$ -	\$ -	\$ -
CHANGE IN FUND BALANCE		\$ (6,376.73)		
BEGINNING FUND BALANCE		\$ 79,068.95	\$ -	\$ -
ENDING FUND BALANCE		\$ 72,692.22	\$ -	\$ -

Beginning and Ending Balances of Funds

The beginning and ending balances of each of the fee accounts are shown in the table below. The ending balance was arrived at by adding the fees collected and interest earned to each account, and then subtracting the expenditures.

Table 2 – Beginning and Ending Fund Balance for FY 2018-19

Balances	Public Art Fees	Traffic Mitigation Fees	Quimby Fees
Beginning Balance	\$79,068.95	\$0	\$0
Ending Balance	\$72,692.22	\$0	\$0

The Public Art Fees fund collected \$1,454.83 in interest earnings and expended \$7,831.56 for a total ending balance of \$72,692.22. The Traffic Mitigation Fees Fund and the Quimby Act Fees fund had no activity during the fiscal year ending June 30, 2019, and both funds have zero beginning and ending balances.

Fees Collected and Interest Earned

The table below shows the amount of fees collected and interest earned.

Table 3 – Fees Collected and Interest Earned for FY 2018-19

Balances	Public Art Fees	Traffic Mitigation Fees	Quimby Fees
Fees Collected	\$0	\$0	\$0
Interest Earned	\$1,454.83	\$0	\$0

Expenditures

For this section, State law requires an identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the costs of the public improvement that was funded with fees.

Table 4 – Expenditures for FY 2018-19

Improvement	Fee Used	Amount of Fees Expended	% of Cost Funded by Fees to Date
Civic Center Public Art – Cityhood Interpretive Panel	Public Art Fund	\$7,831.56	100%

Construction Commencement Date for Incomplete Improvements

Not applicable at this time.

Interfund Transfers and Loans

No interfund transfers were made and no collected fees were loaned to another account in FY 2018-19.

Amount of Refunds

No refunds of any of these funds were made or required in FY 2018-19.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 12, 2019
TO: Chair and Agency Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for October 8, 2019, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the October 8, 2019, Regular Meeting.

ATTACHMENTS:

- 191008 PA Minutes

4. PLANNING AGENCY

Mayor Sedgwick recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills , California, to order at 7:43 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Don Sedgwick	Chair	Present	
Janine Heft	Vice Chair	Present	
Dore J. Gilbert, M.D.	Agency Member	Present	
Erica Pezold	Agency Member	Present	
Dave Wheeler	Agency Member	Present	

4.2. PUBLIC COMMENTS

There were no Planning Agency Public Comments.

4.3. APPROVAL OF MINUTES**4.3.1 Approval of Minutes for September 10, 2019, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the September 10, 2019, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Agency Member
SECONDER:	Janine Heft, Vice Chair
AYES:	Don Sedgwick, Chair; Janine Heft, Vice Chair; Dore J. Gilbert, M.D., Agency Member; Erica Pezold, Agency Member; Dave Wheeler, Agency Member

4.4. ADMINISTRATIVE REPORTS

There were no Planning Agency Administrative Reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Sedgwick reconvened the City Council Meeting at 7:44 p.m. All Council Members were present.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 12, 2019
TO: Mayor and Council Members
FROM: David Chantarangsu
Community Development Director
ISSUE: Merlone-Geier Partners Presentation of the Proposed Village at Laguna Hills Redevelopment Project

RECOMMENDATION: That the City Council receive a presentation from Merlone-Geier Partners providing a general overview of a new redevelopment project proposal for the "Village at Laguna Hills" at the former Laguna Hills Mall.

SUMMARY:

On November 1, 2019, Merlone-Geier Partners filed its development application with staff for a new development known as the "Village at Laguna Hills". This new project will replace Five Lagunas. Staff has made the proposed development plans available on the City's website at: <https://www.lagunahillsca.gov/176/Planning-Projects-New-Developments>.

Merlone-Geier will provide a brief overview of the new project to the City Council at the November 12, 2019, meeting.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 12, 2019

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: First Reading of Proposed Ordinances Amending Title 10 (Buildings and Construction) and Chapter 5-16 (Fire Code) of the Laguna Hills Municipal Code and Adopting by Reference the 2019 Edition of the California Building Standards Code (California Code of Regulations, Title 24) Consisting of the California Building Code, Residential Code, Electrical Code, Mechanical Code, Plumbing Code, Energy Code, Historical Building Code, Fire Code, Existing Building Code, Green Building Standards Code, and Referenced Standards Code, Together with Certain Amendments, Additions, and Deletions Thereto

RECOMMENDATION: That the City Council:

(1) Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: “An Ordinance of the City of Laguna Hills, California, amending Title 10 (Buildings And Construction) of the Laguna Hills Municipal Code and adopting by reference the 2019 Edition of the California Building Standards Code (California Code of Regulations, Title 24), consisting of the 2019 California Building Code, the 2019 California Residential Code, the 2019 California Electrical Code, the 2019 California Mechanical Code, the 2019 California Plumbing Code, the 2019 California Energy Code, the 2019 California Historical Building Code, the 2019 California Existing Building Code, the 2019 California Green Building Standards Code, and the 2019 California Referenced Standards Code, together with certain amendments, additions, and deletions thereto.”

(2) Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: “An Ordinance of the City of Laguna Hills, California, amending Chapter 5-16 (Fire Code) of Title 5 (Health and Sanitation) of the Laguna Hills

Municipal Code and adopting by reference the 2019 Edition of the California Fire Code including Appendices B, BB, C, and CC together with certain amendments, additions, and deletions thereto."

(3) Direct staff to place the Ordinances on the November 26, 2019, meeting agenda for a Public Hearing and second reading, and to prepare and publish the appropriate hearing notices.

SUMMARY:

Every three years the State of California Building Standards Commission updates the State's building and construction regulations to promote safe building construction, energy efficiency, and sustainability. These State regulations, published in Title 24 of the California Code of Regulations, are commonly referred to as the California Building Standards Code. Individual parts of the Title 24 California Building Standards Code include the following:

- California Administrative Code
- California Building Code
- California Residential Code
- California Electrical Code
- California Mechanical Code
- California Plumbing Code
- California Energy Code
- California Historical Building Code
- California Fire Code
- California Existing Building Code
- California Green Building Standards Code
- California Referenced Standards Code

The Building Standards Code establishes the minimum requirements for new construction. Local governments may adopt more restrictive construction standards

2019 Building Standards Code Adoption - First Reading

November 12, 2019

Page 3

when they are reasonably necessary because of local climatic, geological, or topographical conditions.

BACKGROUND:

This item represents the triennial code adoption to update the City's Building and Fire Codes. The State of California Health and Safety Code (Section 17958) mandates that the California Building Standards Commission adopt and publish the California Building Standards Code (California Code of Regulations, Title 24) every three years. The 2019 Edition of the California Building Standards Code ("State Codes") automatically becomes effective statewide on January 1, 2020. State law permits local jurisdictions to make modifications, referred to as "local amendments", that may be more, but in no event less, stringent than the requirements adopted by the State. To incorporate local amendments, jurisdictions must adopt the corresponding code and local amendments and make findings that the local amendments are reasonably necessary due to local climatic, geological or topographical conditions. The City has adopted local amendments during each of the prior triennial code adoption cycles. Even though adopted in previous cycles, local amendments must be re-adopted with each triennial code update.

Title 10 and Chapter 5-16 of the Laguna Hills Municipal Code (LHMC) contain the City's Building and Fire Codes respectively. The proposed Ordinances would amend Title 10 and Chapter 5-16 of the LHMC by repealing references to prior editions of the Building and Fire Codes and replacing references with the newly established State Codes.

Proposed Local Amendments

Consistent with State Health and Safety Code Section 17958.5, City staff and Orange County Fire Authority's (OCFA) Fire Chief are recommending local amendments to the 2019 State Codes. The proposed local amendments consist of administrative provisions to provide clarification for the implementation of the State Codes as well as technical provisions to customize the codes for local use. The proposed Ordinances contain the required findings for the local amendments in response to local climatic, geological or topographical conditions, and carry forward local amendments from the prior code adoption cycles including other minor amendments and clarifications.

The 2019 edition of the California Building Standards Code contains twelve separate parts, which has been reorganized for this triennial code adoption cycle. Previously, the California Historical Building Code and California Existing Building Code were referenced under the California Building Code. However, for this triennial code update, these two

2019 Building Standards Code Adoption - First Reading

November 12, 2019

Page 4

components of the California Building Standards Code have been relocated as independent parts. Amendments to these two code parts are not proposed. Additionally, no action is recommended related to the California Administrative Code because this part does not contain substantive building regulations applicable to the City mandating adoption by reference or local amendments. Table 1 lists each part of the Building Standards Code, the name of the corresponding Code, the recommended action for this code adoption cycle, and its proposed location within the LHMC.

Table 1**California Building Standards Code**

Code	Recommended Action	LHMC Chapter
California Administrative Code	N/A	N/A
California Building Code	Adopt with local amendments	10-28
California Residential Code	Adopt with local amendments	10-32
California Electrical Code	Adopt with no amendments	10-36
California Mechanical Code	Adopt with no amendments	10-40
California Plumbing Code	Adopt with no amendments	10-48
California Energy Code	Adopt with no amendments	10-52
California Historical Building Code	Adopt with no amendments	10-60
California Fire Code	Adopt with local amendments	5-16
California Existing Building Code	Adopt with no amendments	10-64
California Green Building Standards Code	Adopt with no amendments	10-68
California Referenced Standards Code	Adopt with no amendments	10-76

The above-referenced State codes are available in the Community Development Department for review as well as on line at the California Building Standards Commission website (www.bsc.ca.gov).

Building Codes Ordinance

Proposed Ordinance No. 2019-4 has been prepared for City Council consideration to adopt the 2019 Building Standards Code with certain amendments, additions and

2019 Building Standards Code Adoption - First Reading

November 12, 2019

Page 5

deletions. City staff and OCFA are proposing a total of 23 amendments to the California Building Standards Code (10 Building Code Amendments, and 13 Residential Code Amendments). Several of the proposed amendments are administrative or procedural in nature and mostly ensure consistency with the standards previously adopted during the 2016 code cycle. Five of the proposed amendments mirror proposed Fire Code amendments, discussed below, which are reiterated in the Building Codes to maintain consistency. Tables identifying each proposed amendment to the 2019 California Building Standards Code and the specific finding(s) supporting the amendments are included in the proposed Ordinance.

Fire Code Ordinance

Proposed Ordinance No. 2019-5 has been prepared for City Council consideration to adopt the 2019 California Fire Code with certain amendments, additions and deletions. City staff and OCFA are proposing a total of 49 amendments to the California Fire Code, as recommended by OCFA. Most of the 2019 code cycle amendments provide further clarification for existing amendments already incorporated as part of the California Fire Code. A summary of OCFA's proposed Fire Code amendments are listed in Attachment 3. The attachment summarizes the proposed Fire Code amendments and identifies which amendments are being carried forward from the previous code adoption cycle, noted as "existing", and also identifies new, revised or deleted amendments. Staff has not recommended that certain prohibitions concerning fire rings and fire pits be included in the 2019 amendments since the City Council did not adopt those amendments in the 2016 amendment cycle.

The OCFA-proposed amendments that were omitted include the following:

Gas-fueled devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester in accordance with Section R1003.9.2.

Where prohibited. The burning of wood and other solid fuels shall not be conducted within a fuel modification zone. Wood and other solid fuel burning fires in devices other than permanent fireplaces are not allowed within Wildfire Risk Areas (WRA) and adopted Fire Hazard Severity Zones (FHSZ) or in locations where conditions could cause the spread of fire to the WRA or FHSZ, unless determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

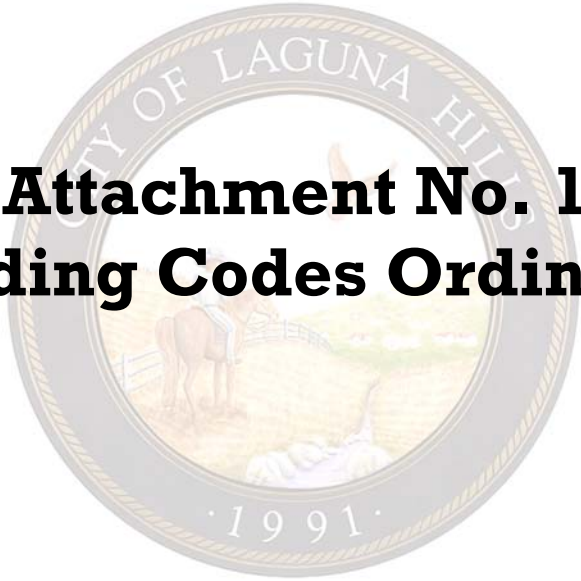
Tables identifying each proposed amendment to the 2019 California Fire Code and the specific finding(s) supporting the amendments are included in the proposed Ordinance.

CEQA FINDINGS:

The City Council finds that the proposed Ordinances are not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15371), because it has no potential for resulting in physical change to the environment, directly or indirectly.

ATTACHMENTS:

- Attachment No. 1 - Building Codes Ordinance
- Attachment No. 2 - Fire Code Ordinance
- Attachment No. 3 - OCFA Fire Code Amendment Summary

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a horse and rider in a field, with a fence and trees in the background. The text "CITY OF LAGUNA HILLS" is written in a circular path around the top of the seal, and "1991" is at the bottom. The seal is faded and serves as a background for the title text.

Attachment No. 1 Building Codes Ordinance

ORDINANCE NO. 2019-

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 10 (BUILDINGS AND CONSTRUCTION) OF THE LAGUNA HILLS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2019 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), CONSISTING OF THE 2019 CALIFORNIA BUILDING CODE, THE 2019 CALIFORNIA RESIDENTIAL CODE, THE 2019 CALIFORNIA ELECTRICAL CODE, THE 2019 CALIFORNIA MECHANICAL CODE, THE 2019 CALIFORNIA PLUMBING CODE, THE 2019 CALIFORNIA ENERGY CODE, THE 2019 CALIFORNIA HISTORICAL BUILDING CODE, THE 2019 CALIFORNIA EXISTING BUILDING CODE, THE 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE, AND THE 2019 CALIFORNIA REFERENCED STANDARDS CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, pursuant to California Government Code Section 50022.1 *et seq.*, the City of Laguna Hills ("City") may adopt by reference the California Building Standards Code, 2019 Edition, as provided in Title 24 of the California Code of Regulations; and

WHEREAS, the California Building Standards Commission recently adopted new amendments to the California Building Standards Code; and

WHEREAS, California Health & Safety Code Section 17958.5 *et seq.*, and 18941.5 authorize cities to modify the California Building Standards Code by adopting more restrictive standards and modifications if such standards and modifications are accompanied by express findings that they are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, based upon the recommendations of the Building Official, the City Council finds the proposed amendments to the 2019 California Building Standards Code set forth in this Ordinance, which are more restrictive than the standards adopted by the California Building Standards Commission, would decrease the potential incidence of property damage, injury, and death due to fires and earthquakes, and are reasonable and necessary to mitigate local climatic, geological or topographical conditions; and

WHEREAS, on November xx, 2019, the City Council introduced this Ordinance for first reading at a regular meeting of the City Council, and set a public hearing and second reading of the Ordinance for November xx, 2019; and

WHEREAS, the City Council held a public hearing on November xx, 2019, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the 2019 California Building Standards Code as amended herein; and

WHEREAS, pursuant to California Government Code Section 6066, the City published notice of the aforementioned public hearing; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA,
DOES ORDAIN AS FOLLOWS:

SECTION 1. Findings. The City Council hereby finds that the amendments to the 2019 California Building Code and 2019 California Residential Code are reasonably necessary because of local climatic, geological or topographic conditions, and adopts the findings provided below to support the modifications to the 2019 California Building Code and 2019 California Residential Code.

I. Climatic Conditions

A. Orange County and the City of Laguna Hills are located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles greatly impact the response time to reach an incident scene.

B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County Fire Authority's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.

C. Water demand in this density populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features.

D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by

containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

II. Topographical Conditions

A. Natural slopes of 15 percent or greater generally occur throughout the foothills of Orange County. The elevation change caused by the hills creates the geological foundation on which communities within Orange County are built and will continue to build. With much of the populated flatlands already built upon, future growth will occur on steeper slopes and with greater constraints in terrain.

B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.

C. These topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

III. Geological Conditions

The Orange County region is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault. Located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.

A. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), "unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe."

B. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access

route impassable. There are areas in Orange County that naturally have extended emergency response times that exceed the 5-minute goal.

C. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes are in contact with soils.

Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zones described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) resources available for a given structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Orange County Fire Authority

Additional amendments have been made to the 2019 California Building Standards Code. Such amendments are hereby found to be either administrative or procedural in nature or concern themselves with subjects not covered in such codes. The changes made include provisions making each of said codes compatible with other codes enforced by the City.

The findings above are applicable to amendments to the 2019 California Building Code as follows:

CODE SECTION	TITLE (Clarification)	FINDINGS
202	General definitions	Administrative
502.1	Address identification	II & 3
701A.3	Construction methods requirements for the addition and remodeling requirements of building in wildfire areas located within 100 feet of a fuel modification zone.	I & II
903.2 and 903.2.8	Where required, Group R	II & III
903.3.5.3	Hydraulically calculated systems	I & II
Chapter	Reference Standards	N/A
	2019 NFPA 13 (Sprinkler Systems)	Administrative, II & III
	2019 NFPA 13-D (Single Family Sprinkler Systems)	I & II
	2013 NFPA 14 (Standpipe Systems)	Administrative
	2019 NFPA 24 (Underground Water Supply Systems)	Administrative & III

The findings above are applicable to amendments to the 2019 California Residential Code as follows:

CODE SECTION	TITLE (Clarification)	FINDINGS
202	General definitions	Administrative
R301.9	Construction methods requirements for the addition and remodeling requirements of building in wildfire areas located within 100 feet of a fuel modification zone.	I & II
R309.6	Group R-3 fire sprinkler requirements in attached garages, carports with habitable spaces in accordance with CFC Section 903.2.8	I, II & III
R313.1	Group R-3 Townhome fire sprinkler requirements for additions and alterations in accordance with CFC Section 903.2.8	I, II & III
R313.2	Group R One- and two-family fire sprinkler requirements for additions and alterations in accordance with CFC Section 903.2.8	I, II & III
R313.3.6.2.	Hydraulically calculated systems	I & II
R337.1.3	Application	
R1001.13	Fire Pits, Fire Rings, & Outdoor Fireplaces	Administrative
R1001.13.1	Gas-fueled devices	I & II
Chapter 44	Reference Standards	N/A
8.15.1.2.7	Concealed spaces	I, II & III
11.1.1.1	When fire sprinkler systems are required	I, II & III
11.2.3.1.1.1	The available water supply for fire sprinkler system	I, II & III
7.1.2	2019 NFPA 13-D (Single Family Sprinkler Systems)	I & II

SECTION 2. Chapter 10-28 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-28 BUILDING CODE

10-28.010 Adoption of the California Building Code.

The California Building Code, 2019 Edition, based on the 2018 Edition of the International Building Code as published by the International Code Council, together with the amendments provided in this chapter, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Building Code of the City of Laguna Hills, regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

10-28.030 Amendments to the California Building Code.

Chapter 2 – Definitions.

Section 202, Definitions, is hereby revised by adding “OCFA” and “Spark Arrester” to read as follows:

OCFA. Orange County Fire Authority, fire authority having jurisdiction.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 5 – General Building Heights and Areas.

Section 502.1, Address identification, is hereby revised to read as follows:

502.1 Address identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches in height with a stroke width of not less than 0.5 inch. For R-3 and other occupancies the numbers shall be a minimum of 6 inches high with a minimum stroke width of 1 inch. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

Chapter 7A – Materials and Construction Methods for Exterior Wildfire Exposure.

Section 701A.3, Application, is hereby revised to read as follows:

701A.3 Application. New buildings located in any Fire Hazard Severity Zone or any Wildland-Urban Interface Fire Area designated by the enforcing agency constructed after the application date, and additions to and remodel of buildings constructed before 2012 located in areas currently designated as such, shall

comply with the provisions of this chapter. The provisions shall also apply to additions, remodels, and accessory structures located within 100 feet of a fuel modification zone, vegetation management area, or similar area containing hazardous combustible vegetation, regardless of whether the property is currently located in a designated Fire Hazard Severity Zone or Wildland-Urban Interface Fire Area, when materials and/or construction methods for exterior wildfire exposure were previously required at the property by the Building or Fire Code Official.

Exceptions:

1. Buildings of an accessory character classified as a Group U occupancy and not exceeding 120 square feet in floor area, when located at least 30 feet from the applicable building.
2. Buildings of an accessory character classified as a Group U occupancy of any size located least 50 feet from an applicable building.
3. Buildings classified as a Group U Agricultural Building, as defined in Section 202 of this code (see also Appendix C – Group U Agricultural Buildings), when located at least 50 feet from an applicable building.

Chapter 9 – Fire Protection and Life Safety Systems.

Section 903.2, Where required, is hereby revised to read as follows:

903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be provided when one of the following conditions exists:

1. **New buildings:** Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.19, an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet (465 m²) as defined in the CBC 202, regardless of fire areas or allowable area, or more than two stories in height.

Exception: Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code.

2. **Existing Buildings:** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and when one of the following conditions exists:

- a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5,000 square feet (465 m²) as defined in Section 202; or
- b. When an addition exceeds 2,000 square feet (186 m²) and the resulting building area exceeds 5,000 square feet (465 m²) as defined in Section 202; or

c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Group R-3 occupancies shall comply with Section 903.2.8.

Section 903.2.8, Group R, is hereby revised to read as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New Buildings:** An automatic sprinkler system shall be installed throughout all new buildings.
2. **Existing R-3 Buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:
 - a. When the floor area of alterations or additions within any two-year period exceeds 50 percent of gross floor area of the existing structure and the building gross floor area exceeds 5,500 square feet; or:
 - b. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

Exceptions:

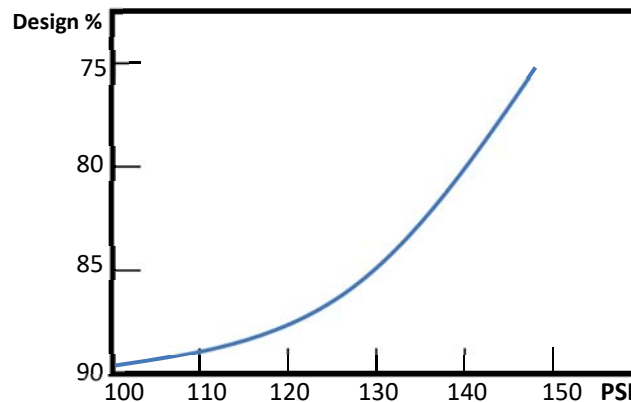
1. Existing Group R-3 occupancies converted to Group R-3.1 occupancies and not housing bedridden clients, not housing non-ambulatory clients above the first floor, and not housing clients above the second floor.
2. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 435.8.3.3 of the California Building Code.
3. Pursuant to Health and Safety Code, Section 13113, occupancies housing ambulatory children only, none of whom are mentally ill children or children with intellectual disabilities, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and building or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.
4. Pursuant to Health and Safety Code, Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

Section 903.3.5.3, Hydraulically calculated systems, is hereby added to read as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

TABLE 903.3.5.3
Hydraulically Calculated Systems



Chapter 35 – Referenced Standards.

SECTION 3. Chapter 10-32 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-32 **RESIDENTIAL CODE**

10-32.010 Adoption of the California Residential Code.

The California Residential Code, 2019 Edition, based on the 2018 International Residential Code as published by the International Code Council together with the amendments provided in this chapter, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Residential Code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

10-32.020 Amendments to the Residential Code.

Chapter 2 – Definitions.

Section 202, Definitions, is hereby revised by adding “OCFA” and “Spark Arrester” to read as follows:

OCFA. Orange County Fire Authority, fire authority having jurisdiction.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 3 – Building Planning.

Section R301.9, Fuel Modification Requirements for New Construction, is hereby added to read as follows:

R301.9 Fuel Modification Requirements for New Construction. All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 “Vegetation Management Guideline – Technical Design for new Construction Fuel Modification Plans and Maintenance Program.”

Section R309.6, Fire sprinkler attached garages, and carports with habitable space above, is hereby amended by revising the exception to read as follows:

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing carports and/or garages that do not have an automatic fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

Section R313.1 Townhouse automatic fire sprinkler systems, is hereby amended by revising the exception to read as follows:

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing townhouses that do not have an automatic fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

Section R313.2 One- and two-family dwellings automatic fire sprinkler is hereby amended by revising the exception to read as follows:

Exception: An automatic residential fire sprinkler system shall not be required for

additions or alterations to existing buildings that are not already provided with an automatic sprinkler system unless a sprinkler system is required in accordance with California Fire Code, OCFA Local Amendments Section 903.2.8.

Section R313.3.6.2.2, Calculation procedure, is hereby revised to read as follows:

Section R313.3.6.2.2 Calculation procedure. Determination of the required size for water distribution piping shall be in accordance with the following procedure and California Fire Code Section 903.3.5.

(The remainder of the section is unchanged)

Section R337.1.3, Application, is hereby revised to read as follows:

R337.1.3 Application. New buildings located in any Fire Hazard Severity Zone or any Wildland-Urban Interface Fire Area designated by the enforcing agency constructed after the application date, and additions to and remodel of buildings constructed before 2012 located in areas currently designated as such, shall comply with the provisions of this chapter. The provisions shall also apply to additions, remodels, and accessory structures located within 100 feet of a fuel modification zone, vegetation management area, or similar area containing hazardous combustible vegetation, regardless of whether the property is currently located in a designated Fire Hazard Severity Zone or Wildland-Urban Interface Area, when materials and/or construction methods for exterior wildfire exposure were previously required at the property by the Building or Fire Code Official.

Exceptions:

1. Buildings of an accessory character classified as a Group U occupancy and not exceeding 120 square feet in floor area, when located at least 30 feet from an applicable building.
2. Buildings of an accessory character classified as a Group U occupancy of any size located at least 50 feet from an applicable building.
3. Buildings classified as a Group U Agricultural Building, as defined in Section 202 of this code (see also Appendix C – Group U Agricultural Buildings), when located at least 50 feet from an applicable building.

Chapter 10 – Chimneys and Fireplaces.

Section R1001.13, Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices, is hereby added to read as follows:

R1001.13 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking

Section R1001.13.1, Gas-fueled devices, is hereby added as follows:

R1001.13.1 Gas-fueled devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester in accordance with Section R1003.9.2.

Chapter 44 – Referenced Standards.

Section 8.15.1.2.7 is hereby revised to read as follows:

8.15.1.2.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by fire code official.

Section 11.1.1.1 is hereby added to read as follows:

11.1.1.1 When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve “G”. Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent use or occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new use or occupancy.

Section 11.2.3.1.1.1 is hereby added to read as follows:

11.2.3.1.1.1 The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the fire code official:

1. Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;
2. Use a maximum of 40 psi, if available;
3. Utilize the OCFA water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

NFPA 13D 2016 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised to read as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

SECTION 4. Chapter 10-36 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-36 ELECTRICAL CODE

10-36.010 Adoption of the California Electrical Code.

The California Electrical Code, 2019 Edition, based on the 2017 National Electrical Code as published by the National Fire Protection Association, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Electrical Code of the City of Laguna Hills, regulating all installation, arrangement, alteration, repair, use and other operation of electrical wiring, connections, fixtures and other electrical appliances on premises within the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 5. Chapter 10-40 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-40 MECHANICAL CODE

10-40.010 Adoption of the California Mechanical Code.

The California Mechanical Code, 2019 Edition, based on the 2018 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Mechanical Code of the City of Laguna Hills, regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat producing appliances. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 6. Chapter 10-48 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-48 PLUMBING CODE

10-48.010 Adoption of the California Plumbing Code.

The California Plumbing Code, 2019 Edition, based on the 2018 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Plumbing Code of the City of Laguna Hills, regulating erection, installation,

alteration, repair, relocation, replacement, maintenance or use of plumbing systems within the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 7. Chapter 10-52 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-52 ENERGY CODE

10-52.010 Adoption of the California Energy Code.

The California Energy Code, 2019 Edition, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Energy Code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 8. Chapter 10-60 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-60 HISTORICAL BUILDING CODE

10-68.010 Adoption of the California Historical Building Code.

The California Historical Building Code, 2019 Edition, as published by the International Code Council is hereby adopted and incorporated by reference, as if set forth at length herein, as the City of Laguna Hills Historical Building Code regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 9. Chapter 10-64 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-64 EXISTING BUILDING CODE

10-64.010 Adoption of the California Existing Building Code.

The California Existing Building Code, 2019 Edition, based on the 2018 International Existing Building Code as published by the International Code Council is hereby adopted and incorporated by reference, as if set forth at length herein, as the City of Laguna Hills Existing Building Code regulating the construction, alteration, movement, repair,

equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 10. Chapter 10-68 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-68 GREEN BUILDING STANDARDS CODE

10-68.010 Adoption of the California Green Building Standards Code.

The California Green Building Standards Code, 2019 Edition, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Green Building Standards Code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 11. Chapter 10-76 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-76 REFERENCED STANDARDS CODE

10-76.010 Adoption of the California Referenced Standards Code.

The California Referenced Standards Code, 2019 Edition, is hereby adopted and incorporated by reference, as if set forth at length herein, as the referenced standards code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 12. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15371), because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 13. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence,

clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 14. The City Clerk shall certify as to the adoption of this Ordinance and cause a summary thereof to be published within (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this xx day of November 2019.

DON SEDGWICK, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2019-X was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the Xth day of November 2019, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the Xth day of November 2019, by the following vote, to wit:

AYES:

NOES

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

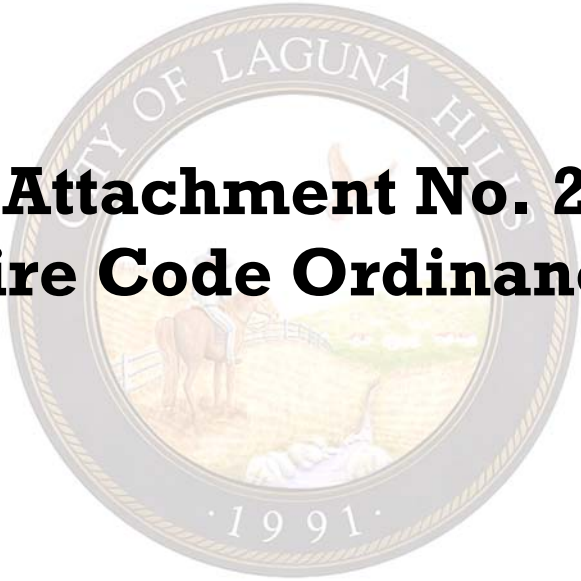
That in compliance with State Laws of the State of California, ORDINANCE NO. 2019-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 10 (BUILDINGS AND CONSTRUCTION) OF THE LAGUNA HILLS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2019 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), CONSISTING OF THE 2019 CALIFORNIA BUILDING CODE, THE 2019 CALIFORNIA RESIDENTIAL CODE, THE 2019 CALIFORNIA ELECTRICAL CODE, THE 2019 CALIFORNIA MECHANICAL CODE, THE 2019 CALIFORNIA PLUMBING CODE, THE 2019 CALIFORNIA ENERGY CODE, THE 2019 CALIFORNIA HISTORICAL BUILDING CODE, THE 2019 CALIFORNIA EXISTING BUILDING CODE, THE 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE, AND THE 2019 CALIFORNIA REFERENCED STANDARDS CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO

on the Xrd day of November 2019, and on the Xth day of November 2019, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the Xth day of November 2019, and the Xth day of November 2019 caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a horse and rider in a field, with a fence and trees in the background. The text "CITY OF LAGUNA HILLS" is written in a circular path around the top of the seal, and "1991" is at the bottom. The seal is faded and serves as a background for the title text.

Attachment No. 2 Fire Code Ordinance

ORDINANCE NO. 2019-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING CHAPTER 5-16 (FIRE CODE) OF TITLE 5 (HEALTH AND SANITATION) OF THE LAGUNA HILLS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2019 EDITION OF THE CALIFORNIA FIRE CODE INCLUDING APPENDICES B, BB, C, AND CC, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, pursuant to California Government Code Section 50022.1 *et seq.* the City of Laguna Hills ("City") may adopt by reference the 2019 California Fire Code, based on the International Fire Code, 2018 Edition (including appendices), published by the International Code Council (ICC), as adopted by the State of California as Title 24, Part 9, of the California Code of Regulations; and

WHEREAS, California Health & Safety Code Section 17958.5 authorizes cities to adopt the codes contained in Title 24 of the California Code of Regulations with changes and modifications determined to be reasonably necessary because of local climatic, topographic or geologic conditions; and

WHEREAS, the City desires to adopt the 2019 California Fire Code including Appendices B, BB, C, and CC, based on the International Fire Code, 2018 Edition, published by International Code Council (ICC), as set forth in Title 24, Part 9 of the California Code of Regulations ("Fire Code") with necessary amendments to assure the Code is tailored to the particular fire protection needs of the City as required by local climatic, topographic and geologic conditions and assure that a maximum level of fire protection is provided to residents, businesses and other occupants; and

WHEREAS, on November xx, 2019, the City Council introduced this Ordinance for first reading at a regular meeting of the City Council, and set a public hearing and second reading of the Ordinance for November xx, 2019; and

WHEREAS, the City Council held a public hearing on November xx, 2019, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the 2019 California Building Standards Code as amended herein; and

WHEREAS, pursuant to California Government Code Section 6066, the City published notice of the aforementioned public hearing; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Findings. The City Council hereby finds that the proposed amendments to the 2019 California Fire Code are reasonably necessary because of local climatic, geologic or topographic conditions, and adopts the findings provided below to support the modifications to the 2019 California Fire Code.

I. Climatic Conditions

A. Orange County is located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles will greatly impact the response time to reach an incident scene.

B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County Fire Authority's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.

C. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features.

D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

II. Topographical Conditions

A. Natural; slopes of 15 percent or greater generally occur throughout the foothills of Orange County. The elevation change caused by the hills creates the geological foundation on which communities with Orange County is built and will continue to build. With much of the populated flatlands already built upon, future growth will occur on steeper slopes and with greater constraints in terrain.

B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.

C. These topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk and makes it necessary to provide

automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

III. Geological Conditions

The Orange County region is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault, located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.

A. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), "unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe."

B. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Orange County that naturally have extended emergency response times that exceed the 5 minute goal.

C. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes are in contact with soils.

D. Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zones described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) resources available for a given structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Orange County Fire Authority.

2019 California Fire Code

Amendment Findings Legend

CODE SECTION	TITLE (Clarification)	FINDINGS
110.4	Violation penalties	Administrative
110.4.2	Infraction & Misdemeanor	Administrative
202	General definitions	Administrative
304.1.2	OCFA Vegetation Management	I
305.6	Hazardous conditions	I & II
305.7	Disposal of rubbish	I & II
307	Open burning, recreational fires, fire pits, fire rings, and outdoor fireplaces	Administrative
307.6	Fire Pits, Fire Rings, & Outdoor Fireplaces	Administrative
307.6.1	Gas-fueled devices	I & II
307.6.2	Devices using wood or fuels other than natural gas or LPG	I & II
308.1.6.3	Sky lanterns	I & III
321	Fuel modification requirements for new construction	I
322	Clearance of brush or vegetation growth from roadways	I
323	Unusual circumstances	Administrative
324	Use of equipment	I
324.1	Use of equipment and devices generating heat, sparks or open flames	I
324.2	Spark arresters	I
407.5	Hazardous material inventory statement	I & II
501.1	Scope	Administrative, I, II & III

510.1	Emergency responder radio coverage	Administrative
903.2	Where required (Sprinklers)	I, II & III
903.2.8	Group R (Sprinklers)	I, II & III
903.3.5.3	Hydraulically calculated systems	I & II
1201.1.1	Energy systems, battery charging devices	I & II
2801.2	Permit	Administrative
2808.2	Storage site	Administrative
2808.3	Size of piles	I
2808.4	Pile separation	I
2808.7	Pile fire protection	I
2808.9	Material-handling equipment	I
2808.11	Temperature control	I
2808.11.1	Pile temperature control	I
2808.11.2	New material temperature control	I
2808.12	Water availability for piles	I
2808.13	Tipping area	I
2808.14	Emergency contact	Administrative
4906.3	OCFA Vegetation Management Guideline	I
4908	Fuel modification requirements for new construction	I
5001.5.2	Hazardous materials inventory statement	Administrative
5003.1.1.1	Extremely hazardous substances	I & III
5608.2	Retail fireworks	Administrative
5608.3	Application for permit	Administrative
5701.1.1	On-Demand Mobile Fueling	I & II

5801.1	Scope	I & II
Chapter 80	Reference Standards	N/A
	2016 NFPA 13 (Sprinkler Systems)	Administrative, II & III
	2016 NFPA 13-D (Single Family Sprinkler Systems)	I & II
	2013 NFPA 14 (Standpipe Systems)	Administrative
	2016 NFPA 24 (Underground Water Supply Systems)	Administrative & III

SECTION 2 Chapter 5-16 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 5-16 FIRE CODE

5-16.010 Adoption of the California Fire Code

The 2019 California Fire Code, including Appendices B, BB, C, and CC, based on the International Fire Code, 2018 Edition, published by the International Code Council, together with the amendments provided in this chapter, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Fire Code of the City of Laguna Hills for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, explosions. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

5-16.020 Enforcement and inspections.

The Fire Code of the City of Laguna Hills shall be enforced by the Orange County Fire Authority, which shall be operated under the Director of Fire Services of the Orange County Fire Authority. The Director of Fire Services of the Fire Authority may detail such members of the Fire Authority as inspectors as shall be necessary from time to time.

5-16.030 Amendments to the California Fire Code.

Chapter 1 – Scope and Administration.

Section 109, Board of Appeals, is deleted without replacement.

Section 110.4, Violation penalties, is hereby revised to read as follows:

110.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or shall fail to comply with any

issued orders or notices or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be subject to penalties assessed as prescribed in the OCFA Prevention Field Services adopted fee schedule. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 110.4.2, Infraction and misdemeanor, is hereby added to read as follows:

110.4.2 Infraction and misdemeanor. Persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction. Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the chief or a duly authorized representative are guilty of a misdemeanor.

Chapter 2 – Definitions.

Section 202, General Definitions, is hereby revised by adding “OCFA” and “Spark Arrester” to read as follows:

OCFA. Orange County Fire Authority, fire authority having jurisdiction.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 3 General Requirements.

Section 304.1.2, Vegetation, is hereby revised to read as follows:

304.1.2 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Chapter 49. Type, amount, arrangement, and maintenance of vegetation in a fuel modification area, interior slope, or similarly hazardous area shall be in accordance with OCFA Guideline C-05 “Vegetation Management Guideline—Technical Design for New Construction, Fuel Modification Plans, and Maintenance Program.”

Section 305.6, Hazardous conditions, is hereby added to read as follows:

305.6 Hazardous conditions. Outdoor fires burning wood or other solid fuel are not

allowed when any of the following conditions applies:

1. When predicted sustained winds exceed 8 MPH and relative humidity is less than 25%, or a red flag condition has been declared
2. When an official sign was caused to be posted by the fire code official, or a public announcement is made

No outdoor fires using any fuel type are permitted when predicted sustained winds exceed 20 MPH or when such fires present a hazard as determined by the fire code official.

Section 305.7, Disposal of rubbish, is hereby added to read as follows:

305.7 Disposal of rubbish. Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

Section 307.6, Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies, is hereby added to read as follows:

307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R occupancies shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking.

Section 307.6.1, Gas-fueled devices, is hereby added to read as follows:

307.6.1 Gas-fueled devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction and vegetation shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

Section 307.6.2, Devices using wood or fuels other than natural gas or liquefied-petroleum gas, is hereby added to read as follows:

307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas. Permanent outdoor fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code with clearance from combustible construction and building openings as required therein. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks.

The burning of wood or other solid fuel in a device is not allowed within 25 feet of combustible structures unless within an approved permanent fireplace, Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.

Exceptions:

1. Portable fireplaces and fire rings/pits equipped with a device to arrest sparks shall be located at least 3' from combustible construction at R-3 occupancies.
2. Portable fireplaces, and fire pits/rings equipped with a device to arrest sparks, shall be located at least 15 feet from combustible structures at other R occupancies.

Section 308.1.4, Open-flame cooking devices, is deleted without replacement.

Section 308.1.6.3, Sky lanterns, is hereby revised to read as follows:

308.1.6.3 Sky lanterns. A person shall not ignite, release, or cause to be released a sky lantern.

Section 311.5, Placards – including subsections 311.5.1 through 311.5.5, is deleted without replacement.

Section 318, Laundry Carts, is deleted without replacement.

Section 319 Mobile Food Preparation Vehicles is deleted without replacement.

Section 321, Fuel Modification Requirements for New Construction, is hereby added to read as follows:

321 Fuel Modification Requirements for New Construction. All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

Section 322, Clearance of brush or vegetation growth from roadways, is hereby added to read as follows:

322 Clearance of brush or vegetation growth from roadways. The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

Section 323, Unusual circumstances, is hereby added to read as follows:

323 Unusual circumstances. The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1. Difficult terrain.
2. Danger of erosion.
3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.
5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

Section 324, Use of equipment, is hereby added to read as follows:

324 Use of equipment. Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 202 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

Exceptions:

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.
2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition.

Section 324.1, Use of equipment and devices generating heat, sparks or open flames, is hereby added to read as follows:

324.1 Equipment and devices generating heat, sparks or open flames. During any time of the year within Wildfire Risk Areas, within or immediately adjacent to any

forest- or brush-covered land or non-irrigated grass-covered land, no person shall use or operate any welding equipment, cutting torches, tar pots, grinding devices, or other tools or equipment that may produce a spark, fire, or flame that could result in a wildfire without doing the following:

1. First clearing away all flammable material, including snags, from the area around such operation for a distance of 30 feet or other approved method to reduce fire spread into the wildlands. If 30 foot clearing cannot be achieved, then an alternate method shall be approved by the AHJ prior to work starting.
2. Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.
3. Stop work when winds are 8 MPH or greater during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.
4. Keep a cell phone nearby and call 911 immediate in case of fire.

Section 324.2, Spark arresters, is hereby added to read as follows:

324.2 Spark arresters. Spark arresters shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 324 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

Chapter 4 – Emergency Planning and Preparedness.

Only the following sections and subsections of Chapter 4, and an amendment to the same, are enacted:

401 – 401.9

402

403.2

403.5 – 403.5.4

403.10.2.1.1

403.13 – 403.13.3

404.5 – 404.6.6

407

Section 407.5, Hazardous Materials Inventory Statement, is revised to read as follows:

407.5 Hazardous Materials Inventory Statement. Where required by the fire code official, each application for a permit shall OCFA's Chemical Classification Packet in accordance with Section 5001.5.2.

Chapter 5 – Fire Service Features.

Section 501.1, Scope, is revised to read as follows:

501.1 Scope. Fire service features for buildings, structures and premises shall comply with this chapter and, where required by the fire code official, with OCFA Guideline B-09, "Fire Master Plan for Commercial & Residential Development." Fire service features for buildings, structures and premises located in State Responsibility Areas, and Local Responsibility Areas designated as Very High Hazard Fire Severity Zone shall also comply with OCFA Guideline B-09a, "Fire Safe Development in State Responsibility Areas, and Local Responsibility Areas designated as Very High Hazard Fire Severity Zone".

Section 510.1, Emergency responder radio coverage in new buildings, is revised to read as follows:

510.1 Emergency responder radio coverage in new buildings. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems utilized by the jurisdiction, measured at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. The Emergency Responder Radio Coverage System shall comply with the Orange County Sheriff's Department, Communications and Technology Division guidelines and specifications and, where the functionality or performance requirements in the California Fire Code are more stringent, this code.

Exceptions:

1. In buildings or structures where it is determined by the fire code official that the radio coverage system is not needed, including but not limited to the following:
 - a. Existing buildings or structures, unless required by the Building Official and OCFA for buildings and structures undergoing extensive remodel and/or expansion.
 - b. Elevators.
 - c. Structures that meet all of the following:
 - i. Three stories or less, and
 - ii. Do not have subterranean storage or parking, and

- iii. Do not exceed 50,000 square feet on any single story.
- d. Structures that meet all of the following:
 - i. Residential structures four stories or less, and
 - ii. Constructed of wood, and
 - iii. Do not have subterranean storage or parking, and
 - iv. Are not built integral to an above ground multi-story parking structure.

Should a structure that is three stories or less and 50,000 square feet or smaller on any single story include subterranean storage or parking, then this ordinance shall apply only to the subterranean areas.

- 2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of the facility, the fire code official shall have the authority to accept an automatically activated emergency radio coverage system.

Section 510.2, Emergency responder radio coverage in existing buildings, is deleted without replacement:

Section 510.3, Permit required, is deleted without replacement.

Chapter 9 – Fire Protection and Life Safety Systems

Section 903.2, Where required, is hereby revised to read as follows:

903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be provided when one of the following conditions exists:

- 1. **New buildings:** Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.19, an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet as defined in Section 202, regardless of fire areas or allowable area, or is more than two stories in height.

Exception: Subject to approval by the fire code official, open parking garages in accordance with Section 406.5 of the California Building Code.

- 1. **Existing Buildings:** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and one of the following conditions exists:

- a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5000 square feet.

- b. When an addition exceeds 2000 square feet and the resulting building area exceeds 5000 square feet.
- c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

Section 903.2.8, Group R, is hereby revised to read as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New Buildings:** An automatic sprinkler system shall be installed throughout all new buildings.
2. **Existing Buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:
 - a. When an addition is 33% or more of the existing building area as defined in Section 202, and greater than 1000 square feet within a two year period; or,
 - b. An addition when the existing building is already provided with automatic sprinklers; or,
 - c. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

Exceptions:

1. Existing Group R-3 occupancies converted to Group R-3.1 occupancies and not housing bedridden clients, not housing non-ambulatory clients above the first floor, and not housing clients above the second floor.
2. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 435.8.3.3 of the California Building Code.
3. Pursuant to Health and Safety Code, Section 13113, occupancies housing ambulatory children only, none of whom are mentally ill children or children with intellectual disabilities, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and building or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.

4. Pursuant to Health and Safety Code, Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

When not used in accordance with Section 504.2 or 506.3 of the California Building Code, an automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be allowed in Group R-2.1 occupancies.

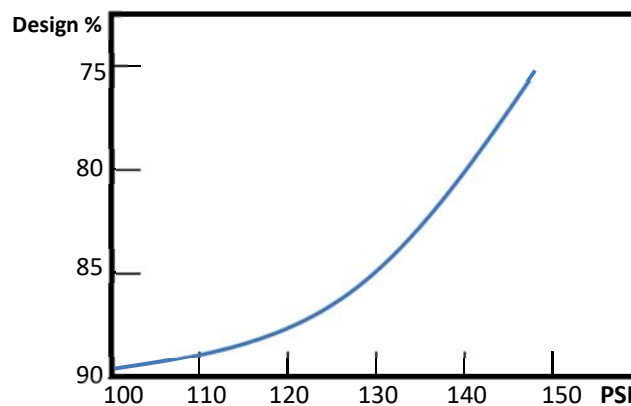
An automatic sprinkler system designed in accordance with Section 903.3.1.3 shall not be utilized in Group R-2.1 or R-4 occupancies.

Section 903.3.5.3, Hydraulically calculated systems, is hereby added to read as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

TABLE 903.3.5.3
Hydraulically Calculated Systems



Chapter 11— Construction Requirements for Existing Buildings.

Only the following sections and subsections of Chapter 11 are enacted:

1103.7

1103.7.3

1103.7.3.1

1103.7.8 – 1103.7.8.2

1103.7.9 – 1103.7.9.10

1103.8 – 1103.8.5.3

1103.9.1

1107

1113

1114

1115

1116

Chapter 12 – Energy Systems is adopted in its entirety with the following amendment:

Section 1201.1.1, Other Systems, is hereby revised to read as follows:

1201.1.1 Other Systems Where required by the fire code official, other systems and operations including but not limited to battery systems assembly, battery reconditioning and storage, research and development of battery storage systems, electric vehicle manufacturing and testing, and battery charging systems for cars and carts inside of buildings or structures, shall comply with this chapter.

Exception: When approved by the fire code official, charging stations for electric vehicles located in open parking garages of Type I or II construction.

Chapter 25, Fruit and Crop Ripening, is deleted in its entirety.

Chapter 26, Fumigation and Insecticidal Fogging, is deleted in its entirety.

Chapter 28 – Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities.

Section 2801.2, Permit, is hereby revised to read as follows:

2801.2 Permit. Permits shall be required as set forth in Section 105.6 and 105.6.29.

Section 2808.2, Storage site, is hereby revised to read as follows:

2808.2 Storage site. Storage sites shall be level and on solid ground, elevated soil lifts or other all-weather surface. Sites shall be thoroughly cleaned and approval obtained from the fire code official before transferring products to the site.

Section 2808.3, Size of piles, is hereby revised to read as follows:

2808.3 Size of piles. Piles shall not exceed 15 feet in height, 50 feet in width and 100 feet in length.

Exception: The fire code official is authorized to allow the pile size to be increased where a fire protection plan is provided for approval that includes, but is not limited to, the following:

1. Storage yard areas and materials-handling equipment selection, design and arrangement shall be based upon sound fire prevention and protection principles.
2. Factor that lead to spontaneous heating shall be identified in the plan, and control of the various factors shall be identified and implemented, including provisions for monitoring the internal condition of the pile.
3. The plan shall include means for early fire detection and reporting to the public fire department; and facilities needed by the fire department for fire extinguishment including a water supply and fire hydrants.
4. Fire apparatus access roads around the piles and access roads to the top of the piles shall be established, identified and maintained.
5. Regular yard inspections by trained personnel shall be included as part of an effective fire prevention maintenance program.

Additional fire protection called for in the plan shall be provided and shall be installed in accordance with this code. The increase of the pile size shall be based upon the capabilities of the installed fire protection system and features.

Section 2808.4, Pile separation, is hereby revised to read as follows:

2808.4. Pile separation. Piles shall be separated from adjacent piles by minimum distance of 20 feet. Additionally, piles shall have a minimum separation of 100 feet from combustible vegetation.

Section 2808.7, Pile fire protection, is hereby revised to read as follows:

2808.7 Pile fire protection. Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible conveyor systems and enclosed conveyor systems shall be equipped with an approved automatic sprinkler system. Oscillating sprinklers with a sufficient projectile reach are required to maintain a 40% to 60% moisture content and wet down burning/smoldering areas.

Section 2808.9, Material-handling equipment, is hereby revised to read as follows:

2808.9 Material-handling equipment. All material-handling equipment operated by an internal combustion engine shall be provided and maintained with an approved spark arrester. Approved material-handling equipment shall be available for moving wood chips, hogged material, wood fines and raw product during fire-fighting operations.

Section 2808.11, Temperature control, is hereby added to read as follows:

2808.11 Temperature control. The temperature shall be monitored and maintained as specified in Sections 2808.11.1 and 2808.11.2.

Section 2808.11.1, Pile temperature control, is hereby added to read as follows:

2808.11.1 Pile temperature control. Piles shall be rotated when internal temperature readings are in excess of 165 degrees Fahrenheit.

Section 2808.11.2, New material temperature control, is hereby added to read as follows:

2808.11.2 New material temperature control. New loads delivered to the facility shall be inspected and tested at the facility entry prior to taking delivery. Material with temperature exceeding 165 degrees Fahrenheit shall not be accepted on the site. New loads shall comply with the requirements of this chapter and be monitored to verify that the temperature remains stable.

Section 2808.12, Water availability, is hereby added to read as follows:

2808.12 Water availability. Facilities with over 2500 cubic feet shall provide a water supply. The minimum fire flow shall be no less than 500 GPM @ 20 psi for a minimum of 1 hour duration for pile heights up to 6 feet and 2 hour duration for pile heights over 6 feet. If there is no water purveyor, an alternate water supply with storage tank(s) shall be provided for fire suppression. The water supply tank(s) shall provide a minimum capacity of 2500 gallons per pile (maximum 30,000 gallons) for piles not exceeding 6 feet in height and 5000 gallons per pile (maximum 60,000) for piles exceeding 6 feet in height. Water tank(s) shall not be used for any other purpose unless the required fire flow is left in reserve within the tank at all times. An approved method shall be provided to maintain the required amount of water within the tank(s).

Section 2808.13, Tipping areas, is hereby added to read as follows:

2808.13 Tipping areas. Tipping areas shall comply with the following:

1. Tipping areas shall not exceed a maximum area of 50 feet by 50 feet.
2. Material within a tipping area shall not exceed 5 feet in height at any time.
3. Tipping areas shall be separated from all piles by a 20 foot wide fire access lane.
4. A fire hydrant or approved fire water supply outlet shall be located within 150 feet of all points along the perimeter of the tipping area.
5. All material within a tipping area shall be processed within 5 days of receipt.

Section 2808.14, Emergency contact, is hereby added to read as follows:

2808.14 Emergency contact. The contact information of a responsible person or persons shall be provided to the Fire Department and shall be posted at the entrance

to the facility for responding units. The responsible party should be available to respond to the business in emergency situation.

Chapter 49 – Requirements for Wildland-Urban Interface Fire Areas.

Section 4906.3, Requirements, is hereby revised to read as follows:

4906.3 Requirements. Hazardous vegetation and fuels around all applicable buildings and structure shall be maintained in accordance with the following laws and regulations:

1. Public Resources Code, Section 4291.
2. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 3, Section 1299 (see guidance for implementation “General Guideline to Create Defensible Space”).
3. California Government Code, Section 51182.
4. California Code of Regulations, Title 19, Division 1, Chapter 7, Subchapter 1, Section 3.07.
5. OCFA Guideline C-05 “Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program.”

Section 4908, Fuel Modification Requirements for New Construction, is hereby added to read as follows:

4908 Fuel Modification Requirements for New Construction. All new buildings to be built or installed in a Wildfire Risk Area shall comply with the following:

1. Preliminary fuel modification plans shall be submitted to and approved by the fire code official prior to or concurrently with the approval of any tentative map.
2. Final fuel modification plans shall be submitted to and approved by the fire code official prior to the issuance of a grading permit.
3. The fuel modification plans shall meet the criteria set forth in the Fuel Modification Section of OCFA Guideline C-05 “Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program.”
 - 3.1 The fuel modification plan shall include provisions for the maintenance of the fuel modification in perpetuity.
4. The fuel modification plan may be altered if conditions change. Any alterations to the fuel modification areas shall have prior approval from the fire code official.

5. All elements of the fuel modification plan shall be maintained in accordance with the approved plan and are subject to the enforcement process outlined in the Fire Code.

Chapter 50 Hazardous Materials – General Provisions.

Section 5001.5.2, Hazardous Materials Inventory Statement (HMIS), is hereby revised to read as follows:

5001.5.2 Hazardous Materials Inventory Statement (HMIS). Where required by the fire code official, an application for a permit shall include. Orange County Fire Authority's-Chemical Classification Packet, which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of chemicals on the premises. The Chemical Classification Packet shall include the following information:

1. Product Name.
2. Component.
3. Chemical Abstract Service (CAS) number.
4. Location where stored or used.
5. Container size.
6. Hazard classification.
7. Amount in storage.
8. Amount in use-closed systems.
9. Amount in use-open systems.

Section 5003.1.1.1, Extremely Hazardous Substances, is hereby added to read as follows:

5003.1.1.1 Extremely Hazardous Substances. No person shall use or store any amount of extremely hazardous substances (EHS) in excess of the disclosable amounts (see Health and Safety Code Section 25500 et al) in a residential zoned or any residentially developed property.

Chapter 56 – Explosives and Fireworks.

Section 5608.2, Firing, is hereby added to read as follows:

5608.2 Firing. All fireworks displays, regardless of mortar, device, or shell size, shall be electrically fired.

Section 5608.3, Application for Permit, is hereby added to read as follows:

Section 5608.3 Application for Permit. A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the fallout area based on 100 feet per inch of shell size, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone line, or other overhead obstructions shall be provided to OCFA.

Chapter 57 – Flammable and Combustible Liquids.

Section 5701.1.1, On-Demand Mobile fueling, is hereby added to read as follows:

Section 5701.1.1 On-Demand Mobile fueling. On-demand mobile fueling of Class I, II, and III liquids into the fuel tanks of vehicles is prohibited.

Chapter 58 – Flammable Gases and Flammable Cryogenic Fluids.

Section 5801.1, Scope, is hereby revised to read as follows:

Section 5801.1 Scope. The storage and use of flammable gases and flammable cryogenic fluids shall be in accordance with this chapter, NFPA 2 and NFPA 55. Compressed gases shall also comply with Chapter 53 and cryogenic fluids shall also comply with Chapter 55. Flammable cryogenic fluids shall comply with Section 5806. Hydrogen motor fuel-dispensing stations and repair garages and their associated above-ground hydrogen storage systems shall also be designed, constructed and maintained in accordance with Chapter 23. Mobile fueling of gaseous and liquid hydrogen, compressed natural gas (CNG), and liquefied natural gas (LNG) into the fuel tanks of vehicles is prohibited.

Exceptions:

1. Gases used as refrigerants in refrigeration systems (see Section 605).
2. Liquefied petroleum gases and natural gases regulated by Chapter 61.
3. Fuel-gas systems and appliances regulated under the California Mechanical Code and the California Plumbing Code other than gaseous hydrogen systems and appliances.
4. Pyrophoric gases in accordance with Chapter 64.

Section 5809, Mobile Gaseous Fueling of Hydrogen-Fueled Vehicles, is deleted without replacement.

Chapter 80 Referenced Standards.

NFPA 13, 2016 Edition, Standard for the Installation of Sprinkler Systems, is hereby amended as follows:

Section 6.7.3 is hereby revised to read as follows:

6.7.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

Section 8.3.3.1 is hereby revised to read as follows:

8.3.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

1. Quick-response type as defined in 3.6.4.8.
2. Residential sprinklers in accordance with the requirements of 8.4.5.
3. Quick response CMSA sprinklers.
4. ESFR sprinklers.
5. Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers.
6. Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems.

Section 8.15.1.2.7 is hereby revised to read as follows:

8.15.1.2.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by the fire code official.

Section 11.1.1.1 is hereby added to read as follows:

11.1.1.1 When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve "G". Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent use or occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new use or occupancy.

Section 11.2.3.1.1.1 is hereby added to read as follows:

11.2.3.1.1.1 The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the fire code official:

1. Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;
2. Use a maximum of 40 psi, if available;
3. Utilize the OCFA water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

NFPA 13D 2016 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised to read as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

NFPA 14, 2013 Edition, Installation of Standpipe and Hose Systems is hereby amended as follows:

Section 7.3.1.1 is hereby amended to read as follows:

7.3.1.1 Class I and III Standpipe hose connections shall be unobstructed and shall be located not less than 18 inches or more than 24 inches above the finished floor. Class II Standpipe hose connections shall be unobstructed and shall be located not less than 3 feet or more than 5 feet above the finished floor.

NFPA 24, 2016 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended as follows:

Section 6.2.8.1 is hereby added to read as follows:

6.2.8.1 All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.

2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is hereby amended to read as follows:

6.2.9 All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

1. A post indicator valve installed not less than 40 ft (12 m) from the building
 - (a) For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.
2. A wall post indicator valve.
3. An indicating valve in a pit, installed in accordance with Section 6.4.
4. A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building.
 - (a) For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.
5. Control valves installed in a fire-rated room accessible from the exterior.
6. Control valves in a fire-rated stair enclosure accessible from the exterior.

Section 10.1.5 is hereby added to read as follows:

10.1.5 All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings.

Section 10.4.1.1 is hereby revised to read as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is hereby added to read as follows:

10.4.1.1.1 All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby revised to read as follows:

10.4.3. Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.

SECTION 3. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15371), because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify as to the adoption of this Ordinance and cause a summary thereof to be published within (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this xx day of November 2019.

DON SEDGWICK, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2019-X was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the Xth day of November 2019, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the Xth day of November 2019, by the following vote, to wit:

AYES:

NOES

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. 2019-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING CHAPTER 5-16 (FIRE CODE) OF TITLE 5 (HEALTH AND SANITATION) OF THE LAGUNA HILLS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2019 EDITION OF THE CALIFORNIA FIRE CODE INCLUDING APPENDICES B, BB, C, AND CC, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO

on the Xrd day of November 2019, and on the Xth day of November 2019, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the Xth day of November 2019, and the Xth day of November 2019 caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a person in a white robe, possibly a religious figure, holding a staff. The text "CITY OF LAGUNA HILLS" is written in a circular path around the top, and "1991" is at the bottom.

Attachment No. 3 OCFA Fire Code Amendment Summary

2019 California Fire Code (CFC) - OCFA Amendment Summary

Legend

Existing	This 2016 amendment is being carried forward into 2019 amendment package. Minor editorial/clerical changes may have been made, but they do not have material regulatory effect.
Revised	A modified version of the 2016 amendment is being carried forward. Changes in scope or wording are significant relative to the 2016 version, or they may impact regulatory effect.
Deleted	This 2016 amendment is not being carried forward into the 2019 amendment package.
New	This is a new amendment in the 2019 amendment package.

2019 CFC CODE SECTION	2016 Code Section	TITLE/SUBJECT	COMMENTS/JUSTIFICATION	STATUS
Chapter 1 - Scope & Administration				
110.4	109.4	Violation penalties	Clarifies administrative violation process; fines now based on OCFA adopted fee schedule.	Existing
110.4.2	109.4.2	Infraction & Misdemeanor	Used for purpose of applying penalties under 109.4. Amendment combines definitions of infraction and misdemeanor under one section--scope of infraction/misdemeanor modified compared to 2013 version.	Existing
Chapter 2 - Definitions				
202	202	Definitions	Deleted definitions related to sky lantern (see 308.1.6.3 for state-adoption). Definition of "OCFA" added for clarity. Spark arrester unchanged.	Revised: One definition removed and one carried forward unmodified
Chapter 3 - General Requirements				
304.1.2	304.1.2	Vegetation	Aligns maintenance to OCFA Guideline C-05 requirements. Existing amendment language modified to align better with Guideline.	Revised
305.6	305.6.2	Hazardous Conditions	Prohibits outdoor fires during hazardous weather conditions.	Revised
305.7	305.7	Disposal of Rubbish	Prohibits open burning of trash, leaves, and other debris.	Existing
307	307	Open burning, recreational fires, fire pits, fire rings, and outdoor fireplaces	Administrative change to the section title to include fire pits and fire rings regulated under amendments in 307.6. No change from previous amendment.	Existing
307.6	307.6	Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies.	Addresses requirements for outdoor fireplaces, fire pits, fire rings. Existing amendment language modified for additional clarity for the exception.	Existing
307.6.1	307.6.1	Gas-fueled devices	Prohibits gas fire pits within 3' of R-3 occupancy or 10' of other R occupancies; modified to reference amended definition for spark arrester	Existing
307.6.2	307.6.2	Devices using wood or fuels other than natural gas or LPG	Prohibits solid fuel within 15' of combustibles unless in a fireplace; modified referenced section numbers	New

2019 California Fire Code (CFC) - OCFA Amendment Summary

Legend

Existing	This 2016 amendment is being carried forward into 2019 amendment package. Minor editorial/clerical changes may have been made, but they do not have material regulatory effect.
Revised	A modified version of the 2016 amendment is being carried forward. Changes in scope or wording are significant relative to the 2016 version, or they may impact regulatory effect.
Deleted	This 2016 amendment is not being carried forward into the 2019 amendment package.
New	This is a new amendment in the 2019 amendment package.

2019 CFC CODE SECTION	2016 Code Section	TITLE/SUBJECT	COMMENTS/JUSTIFICATION	STATUS
308.1.4	308.1.4	Open-flame cooking devices	Prohibits charcoal burners and other open-flame cooking devices on balconies	Deleted - As some cities did adopt this in 2016, OCFA recommends deleting this section for those cities and not to adopt for all the other cities.
308.1.6.3	324	Sky lanterns	Revised section to be in line with 2016 code	Revised - From 324, CFC added section in 2019
309.3.1	309.2.1	Indoor charging of electric cars	Existing amendment addressing hazards associated with rechargeable vehicle batteries; deleted and relocated to new CFC Chapter 12 Section 1201-1.	Deleted
311.5 et seq	311.5 et seq	Placards	Per city code enforcement/muni code regulations	Deleted
321	320	Fuel modification requirements for new construction	Codifies requirements for fuel modification in properties adjacent to areas with combustible vegetation hazards. Existing amendment language modified for additional clarity, but no material change in content or effect.	Existing - CFC code section code section changed.
322	321	Clearance of brush or vegetation growth from roadways	Authorizes clearance of vegetation from edges of roadways to reduce ignition hazard	Existing - CFC code section code section changed.
323	322	Unusual circumstances	Provides for suspension of or alternative methods of compliance with vegetation maintenance standards under specific circumstances	Existing - CFC code section code section changed.
324	323	Use of equipment	Requires use of spark arrester on equipment used in wildfire prone areas; reference to code Section 323.1 is changed to Section 202. Existing amendment language modified for additional clarity, but no material change in content or effect.	Existing - CFC code section code section changed.
324.1	323.1	Use of equipment and devices generating heat, sparks or open flames	Adopts a modified version of Public Resources Code requirement (30' setback instead of 10') for hazardous activities in wildland risk areas based on the cause of multiple fires in OCFA jurisdiction.	New
324.2	323.2	Spark arresters	Existing amendment is modified to reflect and reference newly added Section 202 definition, but no material change in effect.	Existing - CFC code section code section changed.

2019 California Fire Code (CFC) - OCFA Amendment Summary

Legend

Existing	This 2016 amendment is being carried forward into 2019 amendment package. Minor editorial/clerical changes may have been made, but they do not have material regulatory effect.
Revised	A modified version of the 2016 amendment is being carried forward. Changes in scope or wording are significant relative to the 2016 version, or they may impact regulatory effect.
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2019 CFC CODE SECTION	2016 Code Section	TITLE/SUBJECT	COMMENTS/JUSTIFICATION	STATUS
N/A	324	Sky Lanterns or similar devices	Prohibits use of sky lanterns as they are an uncontrolled ignition source; exception for tethering has been removed as it is not an effective fire safety measure in practice.	Deleted - See 308.1.6.3
Chapter 4 - Emergency Planning and Preparedness				
407.5	407.5	Hazardous Material Inventory Statement	Reference to Hazardous material Inventory Statement is replaced by "OCFA's Chemical Classification packet" for consistency with Ch.50 language	Existing
Chapter 5- Fire Service Features				
501.1	501.1	Scope	Adopt Guideline B-09 and B-09a for fire department access and firefighting water standards. Per CalFIRE, adoption of B-09/B-09a necessary to apply local requirements in State Responsibility Area (SRA) and to ensure consistency in application of requirements throughout SRA with other areas within OCFA jurisdiction. B-09 provides development standards for criteria referred to throughout CFC Ch.5 "as approved" or "as required by the fire code official." It includes requirements for fire lane measurement, fire lane width in wildfire hazard areas and size of address numbers that were previously separate amendments.	Existing
	503.2.1	Dimensions (Fire Lanes)	Specified how to measure road width between flow-lines. Requirement in Guideline B-09, proposed to be adopted.	Deleted--see 501.1
	505.1	Address identification	Specified 6" numbers for commercial/multi-family residential building addresses. Requirement already in Guideline B-09, proposed to be adopted.	Deleted--see 501.1
510.1	510.1	Emergency responder radio coverage in new buildings	Amendment makes reference to local authority having jurisdiction's ordinance and specifies types of buildings where an emergency responder radio system is required	Revised
510.2	510.2	Emergency responder radio coverage in existing buildings	Deleted requirement for existing buildings	Deleted
510.4.2.2	N/A	Technical Criteria	Amendment incorporates more specifics for the design of emergency responder radio system.	Deleted - Pending coordination with OCC

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2019 CFC CODE SECTION	2016 Code Section	TITLE/SUBJECT	COMMENTS/JUSTIFICATION	STATUS
510.5.1	N/A	Approval prior to installation	Amended to require plan submittal/coordination/approval from Orange County Sheriff--Communications and Technology Division and requires approved plans to be provided to Building Official in addition to OCFA	Deleted - Pending coordination with OCC
510.5.2	N/A	Minimum qualification of personnel	Requires licensed/certified designer/installer	Deleted - Pending coordination
510.5.3	N/A	Acceptance test procedure	Specifies that annual inspections to be done by FCC licensed technician and Orange County Sheriff--Communications and Technology Division technician	Deleted - Pending coordination with OCC
510.6.1	N/A	Testing and proof of compliance	Designates building owner as responsible party for annual testing. Provides more specific requirements for testing and certification	Deleted - Pending coordination with OCC
Chapter 6 - Building Services and Systems				
Chapter 9 - Fire Protection Systems				
903.2	903.2	Where required (Sprinklers)	Existing amendment. Requires sprinklers in new buildings based on size. Requires sprinkler retrofit in buildings undergoing addition based on various area criteria. Revised to allow exception for open parking garages.	Existing
903.2.8	903.2.8	Group R (Sprinklers)	Requires sprinkler retrofit in homes undergoing addition or remodel based on various area criteria.	Revised - added model language for some cities amendment for consistency purposes
903.3.5.3	903.3.5.3	Hydraulically calculated systems	Adds specification for industry standard 10% safety margin to be included in sprinkler calculations	Existing
Chapter 12 - Energy Systems				
1201.1.1		Other Systems	Adds specification for battery charging systems for cars and carts	New
Chapter 28 - Lumber yard, agro-industrial, Solid Biomass and Woodworking Facilities				
2801.2	2801.2	Permit (Miscellaneous combustible storage)	Clarifies permit for storage/composting of green waste is a Miscellaneous Combustible Storage permit. Existing amendment language modified for additional clarity, but no material change in content or effect.	Existing

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2019 CFC CODE SECTION	2016 Code Section	TITLE/SUBJECT	COMMENTS/JUSTIFICATION	STATUS
2808.2	2808.2	Storage site	Requires OCFA approval of site before bringing combustibles to the site; minor modification to clarify type of ground suitable for storage areas	Existing
2808.3	2803.3	Size of piles	Reduces the size of piles of combustible materials	Existing
2808.4	2808.4	Pile separation	Requires 20' separation between piles instead of specifically a fire lane; requires 100' separation from other combustible vegetation	Existing
2808.7	2808.7	Pile fire protection	Requires oscillating sprinklers to maintain moisture content and wet down burning/smoldering areas	Existing
2808.9	2808.9	Material-handling equipment	Requires approved spark arrester on equipment	Existing
2808.11	2808.11	Temperature control	Requires that temperature be monitored and maintained	Existing
2808.11.1	2808.11.1	Pile temperature Control	Requires rotation of piles above 165 degrees	Existing
2808.11.2	2808.11.2	New material temperature control	Regulates acceptance of new piles above 165 degrees; minor language addition reiterates that compliance with other section from this chapter also required	Existing
2808.12	2808.12	Water Availability	Establishes firefighting water quantity requirements	Existing
2808.13	2808.13	Tipping Area	Establishes requirements for new material tipping area configuration and use	Existing
2808.14	2808.14	Emergency Contact	Requires posting of emergency contact info	Existing
Chapter 39 - Processing and Extraction Facilities				
Chapter 49 - Requirements for Wildland-Urban Interface Fire Areas				
4906.3	4906.3	OCFA vegetation management guideline	Includes OCFA Guideline C-05 in list of laws and regulations that must be followed for vegetation maintenance. Existing amendment language <u>modified to match current guideline title.</u>	Existing
4908	4908	Fuel modification requirements for new construction	Requires fuel modification for buildings in Wildfire Risk Area. Existing amendment language modified for additional clarity and to align with current procedural requirements.	Existing
Chapter 50 - Hazardous Materials				
5001.5.2	5001.5.2	Hazardous materials inventory statement (HMIS)	References "OCFA's Chemical Classification Packet" instead of a Hazardous Materials Inventory Statement	Existing
5003.1.1.1	5003.1.1.1	Extremely hazardous substances	Prohibits extremely hazardous substances above disclosable amounts in a residential area	Existing

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Chapter 56 - Explosives and Fireworks				
5608.2	5608.2	Firing (Fireworks)	Requires fireworks shows to be electrically fired; additional language added for clarity.	Existing
5608.3	N/A	Application for Permit	Carries over Title 19 requirement into Fire Code so it can be amended to establish a 100'/inch fallout zone instead of the standard 70'/inch; Amendment is new, but requirement is not--fallout zone size carried over from OCFA fireworks guideline adopted by amendment in previous code cycles	Existing
Chapter 57 - Flammable and Combustible Liquids				
5701.1.1		On-Demand Mobile Fueling	Prohibits on-demand mobile fueling.	New
Chapter 58 - Flammable Gases and Flammable Cryogenic Fluids				
5801.1		Scope	Prohibits on-demand mobile fueling of gaseous and liquid hydrogen, compressed natural gas (CNG), and liquefied natural gas (LNG).	New
Chapter 80 - Referenced Standards				
NFPA 13				
2016 NFPA 13: 6.7.3	2013 NFPA 13: 6.8.3	FDC Type	Specifies type, location, color of FDC. Existing amendment language modified for additional clarity and to better align with other sections of NFPA 13.	Existing
8.3.3.1	8.3.3.1	Shell buildings	Specifies sprinkler type for spec shell buildings that are not warehouses	Existing
8.15.1.2.7	8.15.1.2.7	Concealed spaces	Revises section to require fire authority approval when noncombustible insulation is proposed in lieu of fire sprinklers in concealed spaces.	New
11.1.1.1	11.1.1.1	Sprinkler design	Specifies sprinkler design criteria for spec buildings that are not warehouses	Existing
11.2.3.1.1.1	11.2.3.1.1.1	Water supply	Specifies acceptable methods of determining water supply	Existing

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NFPA 13D, 13R				
2016 NFPA 13D 7.1.2	<i>2013 NFPA 13D: 7.1.2</i>	Control valves	Requires monitoring if a dedicated sprinkler shutoff valve is installed	Existing
NFPA 14				
2013 NFPA 14 7.3.1.1	<i>2013 NFPA 14: 7.3.1.1</i>	Hose Connection Height	Specifies height of hose outlet	Existing
NFPA 24				
2016 NFPA 24 6.2.8.1	<i>2013 NFPA 24: 6.2.1.1, 6.3.3</i>	Indicating Valves	Specifies that valves controlling firefighting water supplies shall be painted red to facilitate identification by firefighters; provides exception for valves on exterior risers and for a system with only OS&Y shutoff valves; previously, amendment for red valves was found in two sections of NFPA 24, now consolidated into one.	Existing
6.2.9 (5)	<i>6.2.11 (5)</i>	Street valves	Removes exception for roadway valve boxes	Existing
10.1.5	<i>10.1.6.3</i>	Wrapping/Coating Pipe	Revised to allow <i>wrapping</i> of pipe with polyethylene sheet in accordance with AWWA standards instead of <i>tubing</i> .	Existing
10.4.1.1	<i>10.3.6.2</i>	Pipe joints	Specifies that stainless steel parts do not need to be coated with asphalt or other corrosion retardant.	Existing
10.4.1.1.1	<i>10.3.6.3</i>	Stainless steel bolts	Requires use of stainless steel bolts.	Existing
10.4.3.2	<i>10.6.3.1</i>	Pipe under foundations	Requires pipe to terminate near exterior wall; requires single piece stainless steel sweep at riser.	Existing
Appendices				
Appendices B, BB, C, CC, H	Only five of the 16 appendices included in the 2018 Fire Code (B, BB, C, CC, and H) are adopted by the State. OCFA is not proposing adoption of any additional appendices or amendments to them beyond what the State has already adopted.			

NOTES from the 2019 process: OTHER CHANGES: Please note that the CFC amendment package also includes the following items:

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2019 CFC CODE SECTION	2016 Code Section	TITLE/SUBJECT	COMMENTS/JUSTIFICATION	STATUS
Chapter 4		The State does not adopt all sections in Ch.4 as part of the Fire Code. These State-adopted sections go into effect on January 1, 2017 regardless of whether they are adopted locally. Though the section numbers adopted in 2016 differ from those in 2019, OCFA is not proposing adoption of any sections beyond what the State has adopted other than section 407.5, which is being amended and is included above in the matrix.		
Chapter 11		The State does not adopt all sections in Ch.11 as part of the Fire Code. Though the section numbers adopted in 2016 differ from those in 2019, OCFA is not proposing adoption of any sections in Ch.11 beyond what the State has adopted and is not proposing any amendments to these adopted sections.		
Chapters 25 & 26		These two chapters are included in the 2019 California Fire Code book but are not adopted by the State. OCFA is not proposing adoption of these chapters locally.		